

NEW STORAGE BUILDING

At

Tohickon Middle School

For:

**Central Bucks School District
20 Welden Drive
Doylestown, PA 18901**

Project Number: 035-1501

Project Manual

April 10, 2017

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

DRAWING INDEX

1 of 1 Site Plan
SK-1 Plan, Elevations and Details

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SECTION 00 11 16 - INVITATION TO BID

**CENTRAL BUCKS SCHOOL DISTRICT
NOTICE TO BIDDERS**

Sealed bids shall be received by the Central Bucks School District at the Operations Department, until May 9, 2017 at 11:00 AM, prevailing local time. Proposals shall be addressed to: Operations Department and received at 320 West Swamp Road, Operations Department, Reception Area, Doylestown, PA 18901. Bids will be publicly opened and read aloud shortly thereafter for the following:

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A pre-bid meeting for the project will be held on Wednesday, April 26, 2017 at 10:00 A.M. at the site located at 5051 Old Easton Road, Doylestown, Pa., 18901. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THIS MEETING.

If additional information is required concerning these bids, contact Mike Nickerson at the Central Bucks School District Operations Center, 320 West Swamp Road, Doylestown, Pa 18901 or by phone (267) 893-4038.

Specifications are available to prospective bidders for downloading at the Bidding Information section of the CBSD Operations Department website at www.cbsd.org/Page/2175. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THE PRE-BID MEETING. THE BID FORM AND DRAWINGS ARE NOT AVAILABLE FOR DOWNLOAD BUT WILL BE PROVIDED TO CONTRACTORS WHO ATTEND THE PRE-BID MEETING.

The Central Bucks School Board reserves the right to reject any or all bids, waive any informality in any bid, to eliminate or reduce quantities, and exercise its judgment as to the comparative merit of the products and services offered.

Sharon Reiner, Board Secretary
Central Bucks School District

INSERTION DATES: **April 10, 2017**
 April 17, 2017
 April 24, 2017

END OF SECTION 00 11 16

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SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

GENERAL

PROJECT:

New Storage Building at Tohickon Middle School

OWNER:

Central Bucks School District
20 Welden Drive
Doylestown, Pa. 18901

A. DEFINITIONS

1. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instruction to Bidders, the bid form, the Non-Collusion affidavit and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General & Supplementary), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
2. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in the other Contract Documents are applicable to the Bidding Documents. No other form of communication shall be relied upon as amending the contract requirement.
3. Addenda are written or graphic instruments issued by the Owner and/or prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
4. A bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
5. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate bids.
6. An Alternate Bid (or alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
7. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
8. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
9. A Sub-bidder or Sub-contractor is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

B. BIDDER'S REPRESENTATIONS

1. The Bidder by making a Bid represents that:
 - a. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

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- b. The Bid is made in compliance with the Bidding Documents.
- c. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - (1) Any Contract will be entered into by the Owner with the understanding that the Bidder, prior to submission of his Bid, acquainted himself with the requirements of the Plans and Specifications, conditions of the site, and all other matters pertinent to the Work contemplated. It will be assumed that the Bidder has satisfied itself as to the conditions to be encountered overhead, on the surface and concealed, the character, quality and quantities of work to be done and materials to be furnished, and the requirements of the Contract and Specifications. No allowance or concession will be made for the lack of such information on the part of the Bidder. The Bidder shall not at any time after execution of the Agreement make any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the Work to be done under the Contract, and he assumes all risk resulting from any changes in the conditions which may occur during the progress of the Work.
- d. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception and include no substitutions unless approved by addendum.

C. BIDDING DOCUMENTS

- 1. Copies
 - a. Bidders may obtain one complete set of the Bidding Documents from the Owner as noted in the Invitation to Bid. The fee payable to the issuing office is not refundable. Additional Bidding Document Sets can be obtained from the issuing office in same manner as specified above. Individual drawing sheets or project manual sections will not be issued.
 - b. Bidding Documents will not be issued directly to Sub-bidders or Sub-contractors.
 - c. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Consulting Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 - d. The Owner may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

D. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 1. Bidders shall thoroughly examine and be familiar with the Specifications. The failure or omission of any bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site and the Specifications and Drawings and, where Specifications require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate and the required result can be produced under the Specifications and Drawings. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper plans and specifications and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce the required result.
- 2. Should any bidder find discrepancies, duplications or omissions in the documents or have doubt as to the meaning expressed by the Documents, he shall make inquiry at once in writing to the Owner. Where changes, corrections or clarifications to Documents are deemed necessary by the

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Owner, he will issue written Addenda accordingly. Addenda thus issued shall be a part of the Contract Documents. No oral, telephone or letter instructions will be considered as having effect upon the Contract Documents.; Addenda only shall constitute change to them. Bidder and Sub-bidders are urged to make early examination of Contract Documents and make inquiries about them if necessary, even though prices may not be determined until late in the bidding period.

3. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

E. SUBSTITUTIONS

1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
2. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner at least seven days prior to the date for receipt of Bids. Substitution requests will only be considered from prime contract bidders. Such requests shall be in accordance with substitution request procedure specified in Division 01. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of the proposed substitution shall be final.
3. If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
4. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

F. ADDENDA

1. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file on Owner's behalf for that purpose.
3. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

G. BIDDING PROCEDURES

1. Preparation of Bids
 - a. Bids shall be submitted on the forms included with the Bidding Documents. Care shall be taken to follow instructions included on the bid forms relative to how to fill-in proposals for unit prices.
 - b. All blanks on the bid form shall be legibly executed in a non-erasable medium.
 - c. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
 - d. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
 - e. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".
 - f. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. If the proposal is made by an individual, in addition to his signature, his post office address should be shown. If the proposal is made by a partnership, the name and post office of each partner of the partnership must be shown and the proposal must be signed in the partnership name by at least one (1) of the general partners. If the Bid is made by a corporation, the proposal should be signed by the President or Vice President and attested by

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- the Secretary or Assistant Secretary, and identify the name, business address and state of incorporation for the corporation, and have the corporate seal affixed. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- g. All Bids shall include two copies of the following Documents:
 - (1). Fully executed Form of Proposal
 - (2). Bid Security
 - (3). Consent of Surety
 - (4). Non-Collusion Affidavit
 - h. Proposals indicating a qualification of the Bid, conditions or uninvited alternate Bids or which contain alteration of the form request for a proposal, or additions or deductions not called for shall be rejected. Bids containing minor irregularities or informalities, not relating to price, time, or changes affecting the quality of work, may be rejected at Owner's sole discretion. Owner reserves the right to waive any such informalities or irregularities.
 - i. In order to fully evaluate the bids, the following documents shall be submitted to the Owner. To protect the bidder's confidentiality, these documents may be submitted with the bid in separate sealed envelope contained with the same envelope as the bids and marked clearly on the outside "Supplemental Documents" with the name of the bidder.
 - (1). Bidder's Qualification Statement
 - (2). Financial Disclosure form with attachments.

H. BID SECURITY

- 1. Each Bid shall be accompanied by a bid security in an amount no less than ten percent of the total base bid. Bid Security shall be in the form of a certified check or bank cashier's check payable to Owner or a Bid Bond in the form set forth herein, naming as Obligees the Owner. The Owner may declare the Bid Security forfeited to the Owner if, following the issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to deliver the items required under Section I of these Instructions to Bidder within ten (10) days thereafter.
- 2. If Bid Security is submitted in the form of a Bid Bond, the Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety holding an A.M. Best rating of A- or better, licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof.
- 3. The Bid Security of Bidders will be returned (unless forfeited as stated above) at the Bidder's request, upon (1) the execution of the Agreement Between Owner and Contractor by Owner, or (2) the rejection of all bids by Owner, or (3) the expiration of the firm bid period set forth in these Instructions to Bidder. The Owner shall not be liable for any interest on bid security which is held in accordance with these Bidding Instructions.
- 4. If the Bid Security is submitted in the form of a certified check or bank cashier's check, the Bidder shall submit an Agreement of Surety certifying that a surety company will provide the

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Bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the Contract Sum. The Agreement of Surety shall be in the form included in the Bidding Documents. The Agreement of Surety shall be executed by a surety satisfying the requirements set forth in Paragraph C above, and shall be accompanied by the necessary Power of Attorney as noted in H 2.

5. Prior to the start of the guarantee period and before final payment is made, the Bidder who is awarded a Contract shall provide the Owner with a Maintenance Bond, together with power of attorney, in the amount of (10%) of the contract amount to insure the replacement or repair of defective materials or workmanship for one (1) year from the date of final completion.

I. SUBMISSION OF BIDS

1. Two copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, the designated prime contract of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
2. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
3. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
4. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.
5. Bidder shall identify and list on his Proposal Form, each Major Subcontractor to be used on this Project. A Major Subcontractor is defined as any single Subcontractor performing greater than 25% of the work on this project. Bidder shall also secure and submit with the bid package a Contractors Qualification Statements for all Major Subcontractors.

J. WITHDRAWAL OF BIDS

1. Bidders will be given permission to withdraw any proposal after it has been received by the Owner, provided the Bidder or his agent duly authorized to act for him, personally appears at the offices of the Owner designated for receipt of bids with a written request signed by the Bidder prior to the time set forth for the opening of the Bids. At the time set for the opening of Bids, the withdrawn proposal will be returned to the Bidder. Such withdrawn proposals will not be opened or read at the Bid opening. Bids may not be modified after submittal.
2. Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.
3. Neither the designation of the apparent lowest responsible Bidder, nor the issuance of a Notice of Intent to Award to the Bidder so designated shall operate to release any other Bidder from its Bid. Each such other Bidder, unless earlier released from its Bid by specific action of the Owner, shall remain bound by its Bid until the earlier of (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder to whom the Award of Contract has been made, or (2) the expiration of the firm Bid period stipulated above.
4. Negligence by the Bidder in preparing his proposal confers no right to withdrawal or modification of his proposal after such proposal has been opened. No claims on account of mistakes or omissions of any proposal will be considered. Notwithstanding the above, a Bidder may withdraw his proposal within two (2) business days after the Bid opening time in accordance with the Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. §

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1601 et seq., as amended. A Bid which has been opened may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a Bid after opening.

K. NON-COLLUSION AFFIDAVIT, CONTRACTOR'S QUALIFICATIONS STATEMENT AND FINANCIAL DISCLOSURE FORMS

1. Non-Collusion Affidavit: More than one proposal for the contract from an individual, partnership, corporation, or an association under the same or different name will be grounds for the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future proposals. A Non-Collusion Affidavit shall be executed and submitted with the Bidder's proposal using the form set forth herein.
2. The "Contractor's Qualification Statement", A.I.A. Document No. A305, of the American Institute of Architects, 1986 Edition shall be completely filled in made available to the Owner in accordance with §4.1.9.
3. The Financial Disclosure Statement shall be completely filled in and provided with the additional documentation indicated on the form.

L. Alternates

1. All requested alternates, if any, as defined in Division 1 shall be bid. Include changes to contract sum. Methods for bidding Alternates are as specified in Division 1.
2. Provide alternate prices filled-in on Bid Form in spaces provided. Clearly delineate "Add" or "Deduct" so the correct modifier is written with the price. If there is no change in contract sum enter "N.C."

M. Unit Prices

Provide unit prices filled-in on Bid Form in accordance with requirements specified in Division 1. No unit costs (other than those required by Allowances) shall be included in the Base Bid. Unit costs will be used for adjustment of the Contract Sum if any are required. The Owner reserves the right to reject any unit prices bid.

N. TAXES

1. All Contractors shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.
2. Notwithstanding the foregoing, however, Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. Contractors and all subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and/or use tax all tangible personal property within the definition of "building machinery and equipment" as that term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). Exhibit "B" attached hereto and made a part hereof is a true and correct copy of the portion of such Act which defines the term "building, machinery and equipment". No charges shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from the taxes apply.

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O. PREVAILING WAGE REQUIREMENTS

1. This project shall meet all requirements of Commonwealth of Pennsylvania, Department of Labor and Industry Prevailing Minimum Wage section. As a supplement to these Instruction to Bidders, requirements and wage schedules relative to the prevailing minimum wage determination for this project are included in the project manual for review.
2. Questions or concerns about published prevailing wage rates shall be directed to the Commonwealth of Pennsylvania, Department of Labor and Industry Prevailing Minimum Wage section.

P. CONSIDERATION OF BIDS

1. Opening of Bids - Properly identified Bids received on time will be publically opened and will be read aloud.
2. Rejection of Bids
The Owner reserves the right to award the work in any manner deemed to be in his best interest, to accept any bid, to reject any or all bids, to accept alternates in any order and to waive informalities in bids. A Bid not accompanied by a required bid security or other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
3. Acceptance of Bid (Award)
 - a. It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
 - b. The Owner shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
 - c. In the event two or more bids are equal, the Owner has the absolute discretion to award the contract to either bidder. The Owner reserves the right to reject the bid of any bidder who in the judgment of the Owner is not in position to perform the Contract.
 - d. The bid furnished by the Contractor shall include all labor, material, accessories, equipment, incidentals, supervision and all other costs of any nature as shown, specified, indicated, and required to complete the Project, as well as alternate bid items as may be requested for full and total completion of the work. These prices are important and must be carefully stated when bids are submitted on the bid forms such as included in these specifications.

Q. POST-BID INFORMATION

1. Contractor's Qualification Statement
 - a. Bidders shall submit to the Owner a properly executed AIA Document A305, Contractor's Qualification Statement submitted with the Bid.
 - b. The Owner may make such additional investigations as is deemed necessary to determine the ability of the bidder to perform the work according to the requirements of the Contract Documents. The bidder shall furnish to the Owner all such information and data for the purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or as the result of investigation of, such bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract. Conditional bids shall not be submitted.

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2. Determination of Lowest Responsible Bidder
 - a. The contract will be awarded to the “lowest responsive and responsible bidder”. In awarding bids, the Owner shall have sole discretion in determining lowest responsive and responsible bidder and shall have the right to take into consideration the following factors, in addition to price:
 - (1) The character, integrity, reputation and judgment of the bidder.
 - (2) The previous and existing compliance of the bidder with the requirements of similar Installations and Projects.
 - (3) The ability, capacity, experience and skill of the bidder to perform the contract.
3. Public Works Employment Verification Act (Act 127 of 2012)
 - a. Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations, and penalties of the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), 43 P.S. 167.1 – 167.11, which is incorporated herein by reference.
 - b. The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the Central Bucks School District prior to award of contract. The Form and relevant information can be found on the Department of general Services’ web site at www.dgs.state.pa.us.
4. Submittals
 - a. The Bidder shall, as soon as practical but no later than as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner in writing:
 - (1) A designation of the Work to be performed with the Bidder’s own forces;
 - (2) Names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - (3) Subcontractors: Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work. Note the requirements of the Proposal Form and Article 5.2 of the Supplementary Conditions for identification of Major Subcontractors at the time of Bid submittal.
 - b. The Bidder will be required to establish to the satisfaction of the Owner and Consulting Engineer the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - c. Prior to the execution of the Contract, the Owner will notify the Bidder in writing if either the Owner or Consulting Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Bidder.
 - d. Persons and entities proposed by the Bidder and to whom the Owner and Consulting Engineer have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

R. PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements
 - a. The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. The cost of furnishing of such shall be included in the Bid.
2. Time of Delivery and Form of Bonds
 - a. The Owner will notify the lowest responsive and responsible Bidder of the Owner’s intent to accept his proposal and to make a formal award of contract to him by the Notice to Proceed. The Owner will include with the Notice to Proceed, the Agreement to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice to Proceed, the successful

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Bidder shall furnish (1) a Performance Bond and a Payment Bond in the forms provided in the Bidding Documents, each in the amount of one hundred percent (100%) of the contract sum; (2) Certificate of Insurance as required pursuant to Article 11 of the General Conditions of Contract; and (3) the signed Agreement. The Bonds, Insurance Certificate and Agreement shall be submitted to the Owner's office within the required time period.

- b. The Attorney-in-Fact who executes the Payment and Performance Bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.
- c. After approval of bonds and insurance, the Owner will sign and date the Agreement. Owner shall return to the successful Bidder one (1) copy of the dated, executed Agreement within thirty (30) days after return of the signed contract from the Bidder, unless the time of issuance of such Agreement shall be extended by mutual written agreement of the Owner and successful Bidder.
- d. Failure of the Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, or executed the Agreement within the time specified, shall constitute a default by such Bidder and the Owner may, at its sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of his Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess. The Owner may, in its sole discretion, extend the time period for submission of the above items, upon request of Bidder. Such request of Bidder, if accepted by Owner in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement.

S. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

T. OTHER REQUIREMENTS

1. Prevention of Environmental Pollution

Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provisions of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the specifications is a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). See attached Exhibit "A". Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation, has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the attached Exhibit "A" shall not relieve Contractor of its obligation to comply with same.

NEW STORAGE BUILDING AT
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2. Governmental Requirements

- a. Bids shall be submitted on the basis of full and total compliance with all Federal and State laws, regulations, statutes and requirements pertaining to this Project. Bidder shall refer to the General Conditions, Changes to Standard Form, and Supplementary General Conditions for additional requirements.
- b. Bidder shall contact prior to bidding, the local municipality having jurisdiction and ascertain the building codes, permits, fees, and regulations pertaining to this Project. It is the responsibility of the Bidder to determine what local ordinances, if any, will affect his work. He should check for any County, City, Borough, or Township rules and regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction such as utility companies. Any costs of compliance with local controls shall be included in the prices bid, even though requirements of such local controlling agencies are not listed herein.

U. LIQUIDATED DAMAGES

Completion of work is subject to liquidated damages as specified in General Conditions, Changes to the Standard Form, and Supplementary General Conditions.

V. PROJECT COMPLETION

Each proposal shall be based on project completion within time limits indicated in the Specifications. Bidder must agree to commence work and to fully complete the Project within the time specified.

W. BIDDING COMMUNICATIONS

1. Pre Bid Meeting

- a. For the benefit of all Contractors, a pre-bid meeting will be held on the date indicated in the Invitation to Bidders. Attendance by all interested bidders is strongly encouraged. The meeting will be held at the location indicated in the Invitation to bidders.
- b. Questions from this meeting requiring modification of Bidding Documents will be issued in the form of an addendum. Bidders may rely only on written answers to questions raised at pre-bid meeting.

2. Site Inspection

Bidders may inspect the existing site at the time of the Pre-Bid meeting and after that date only with prior arrangement by contracting:

Mike Nickerson (267-893-4038)
Central Bucks School District Operations Center
320 West Swamp Road
Doylestown, Pa. 18901

3. Bidding Inquiries

- a. Engineering related questions shall be directed to:

John P. Giannini, P.E., (267-893-4027)
Central Bucks School District
320 West Swamp Road
Doylestown, Pa. 18901

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b. Bidding, operational, and construction coordination questions shall be directed to:

Mike Nickerson (267-893-4038)
Central Bucks School District Operations Center
320 West Swamp Road
Doylestown, Pa. 18901

END OF SECTION 00 21 13

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SECTION 00 42 16- PROPOSAL FORM-STIPULATED SUM FOR GENERAL CONSTRUCTION WORK

PROPOSAL FORM AND DRAWINGS ARE NOT AVAILABLE
BY DOWNLOAD. THEY WILL BE AVAILABLE AT THE PRE-
BID MEETING OR BY CONTACTING THE CENTRAL BUCKS
SCHOOL DISTRICT TO MAKE SPECIAL ARRANGEMENTS,
SEE SECTION 00 11 16

END OF SECTION 00 42 16

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SECTION 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter called the "Principal"), and _____, a corporation
authorized to transact business in Pennsylvania, and having its principal office at
_____ (hereinafter called the "Surety"), as
Surety, are held and firmly bound unto the Central Bucks School District (hereinafter called the
"Obligee"), as Obligee, in the sum of _____ Dollars
(\$_____) lawful money of the United States of America, for payment of which we bind
ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and
severally, by these presents on this ____ day of _____, 20__.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to perform work for the Obligee's
proposed New Storage Building at Tohickon Middle School Project for Central Bucks School District in
Bucks County, pursuant to plans, specifications, and other Contract Documents and incorporated into
said bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such
shall be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of
his bid by Obligee and within the period specified therefore in the bidding requirements, enter into a
written agreement with the Obligee, in accordance with the bid as accepted, and give bonds with good
and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of
such contract, in the form specified by the Owner, and furnish required certificates of insurance, in all
respects as required by the bidding requirements, then this obligation shall be void and of no effect, but
otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such
bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the
Obligee the difference between the amount of the Principal's accepted bid and any higher amount for
which the Obligee may contract for the required work, as well as any advertising, architectural, legal and
other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the
Surety hereunder shall not exceed the amount of this Bid Security together with interest. In the event the
Obligee does not contract with any other person or entity for the required work within the firm bid period
set forth in the bidding requirements, whether because of lack of other proposals or because of the
inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any
higher proposal would be greater than the Owner shall determine, in its sole discretion, that it can afford,
then the full amount of this bid security shall be forfeited to Obligee as liquidated damages.

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IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal)

(SEAL)

Witness:

Signature of Individual
Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)

Partner

By: _____ (SEAL)

Partner

By: _____ (SEAL)

Partner

(Corporation Principal)

(Name of Corporation)

Attest: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

(CORPORATE SEAL)

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OR (if applicable)

Attest: _____

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY)

Name of Corporation

Witness or Attest:

**By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION 00 43 13

NEW STORAGE BUILDING AT
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SECTION 00 45 13 - BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.1 ATTACHMENTS

- A. AIA A305 Contractor's Qualification Statement. (4 pages)

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 00 45 13

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable): CBSD -

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

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SECTION 00 45 16 - FINANCIAL DISCLOSURE FORM

Company Name _____

Company Address _____

Number of Years in Business _____

In What Commonwealth/States is the Company Licensed to Operate? _____

Has the Company, or any of its Officers, ever defaulted on a Construction Contract?

_____ If yes, please explain (attach complete explanation).

Has the Company ever been terminated, prior to completion of a Construction Contract?

_____ If yes, please explain (attach complete explanation).

Has the Company, or any of its Officers, ever been debarred from or precluded from performing Public Work?

_____ If yes, please explain (attach complete explanation).

Is the Company currently involved in any litigation or arbitration?

_____ If yes, please explain (attach complete explanation).

Financial Institution References:

1.Name: _____ Contact: _____

Address: _____ Phone: _____

2.Name: _____ Contact: _____

Address: _____ Phone: _____

3.Name: _____ Contact: _____

Address: _____ Phone: _____

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SECTION 00 45 17 - AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, _____ ,
as Surety, a corporation existing under the laws of the State of _____, and
authorized to transact business in the Commonwealth of Pennsylvania hereby agrees intending to be
legally bound hereby, to execute and deliver to Central Bucks School District, within the time limit
specified in the Contract Documents, the Performance Bond and Payment Bond in the forms included in
the Contract Documents each in an amount of 100% of the Contract Sum, in favor of the Central Bucks
School District, as required for the faithful performance and proper fulfillment of the
_____ contract for the New Storage Building at Tohickon Middle School
Project, located in Bucks County, on behalf of _____
(hereinafter called the Bidder) provided that the above contract be awarded to the bidder within sixty (60)
days after the date of opening of the bids or otherwise as set forth in the Bidding Instructions and
Invitation to Bidders.

Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse
to execute the required bonds and agreement, then the Surety shall pay to the Central Bucks School
District, hereinafter called the Obligee, any difference between the total amount specified in said bidder's
proposal for the required work and the amount of which said Obligee may procure the same work, if the
latter amount be in excess of the former, plus any advertising, architectural, legal and other expenses
incurred by Obligee; provided, however, that the obligations of Surety hereunder shall not exceed the
amount of bid security provided by the Bidder together with interest.

Dated: _____, 20__ _____
(CORPORATE SURETY)

WITNESS OR ATTEST:

_____ By: _____
Attorney-in-Fact*
NAME: _____
(Please type)

*Attach an appropriate Power of Attorney, dated as of the same date as this Agreement, evidencing the
authority of the Attorney-in-Fact to act on behalf of the corporation.

END OF SECTION 00 45 17

NEW STORAGE BUILDING AT
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SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Project Name: New Storage Building at Tohickon Middle School

State of _____:

County of _____:

I state that I am _____ [Title] of _____
[Name of Firm], and that I am authorized to make this affidavit on behalf of my firm and its owners,
directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ [Name of Firm], its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Any affidavits stating that the bidder or any of its affiliates, subsidiaries, officers, directors and employees have been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit the Central Bucks School District from accepting a bid from or awarding a contract to the bidder, but may be a ground for consideration on the question whether the District should decline to award a contract to that bidder on the basis of lack of responsibility.

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I state that _____ [Name of firm] understands and acknowledges that the above representations are material and important, and will be relied on by the Central Bucks School District in awarding the contracts for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Central Bucks School District of the true facts relating to the submission of bids for this contract

(Individual Signature)

(Printed Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20__.

Notary Public Signature

SEAL

My commission expires _____

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid

END OF SECTION 00 45 19

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

SECTION 00 52 16 –AGREEMENT FORM-STIPULATED SUM

PART 1 - GENERAL

1.1 ATTACHMENTS

- A. AIA A101 draft version for informational purposes only. (8 pages)
- B. Low bidder shall receive a completed copy for signature shortly after notice of intent to award.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 00 52 16



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
---------------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Dollars (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
------	----------------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

SECTION 00 60 00 - PROJECT FORMS

- 1.1 Project forms available to bidders consists of the following:
- A. Administrative Forms.
- 1.2 Information bound in the project manual and included as part of this document consists of 8 pages (including this page) containing the following information.
- A. Administrative Forms Enclosed (7 Pages).
 - 1. CSI 12.1 A - Submittal Transmittal (1 page).
 - 2. CSI 13.1A - Substitution Request (2 pages).
 - 3. CSI 14.1A - Punch List (1 page).
 - 4. CSI 15.1 - Subcontractor and Major Materials Suppliers List (1 page).
 - 5. CSI 13.2A - Request For Interpretation (1 page).
 - 6. Allowance Adjustment (1 page).

END OF SECTION 00 60 00



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project: _____ From (Contractor): _____

_____ Date: _____

To (A/E): _____ A/E Project Number: _____

_____ Contract For: _____

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title	Firm	Address	Phone Number (Fax Number)	Contact
----------------	---------------	------	---------	---------------------------	---------

Attachments

Signed by: _____ Date: _____

Copies: Owner Consultants File



REQUEST FOR INTERPRETATION

Project: _____

R.F.I. Number: _____

From: _____

To: _____

Date: _____

A/E Project Number: _____

Re: _____

Contract For: _____

Specification Section:

Paragraph:

Drawing Reference:

Detail:

Request:

Signed by:

Date:

Response:

Attachments

Response From:

To:

Date Rec'd:

Date Ret'd:

Signed by:

Date:

Copies:

Owner

Consultants

File



Advancement
of Construction
Technology

PUNCH LIST

Project: _____

From (A/E): _____

To (Contractor): _____

Site Visit Date: _____

A/E Project Number: _____

Contract For: _____

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Verification Number	Room Number	Location (Area)	Description	Correction/Completion Date	A/E Check
--------------------------------	----------------	--------------------	-------------	-------------------------------	-----------

Attachments

Signed by:

Date:

Copies: Owner Consultants _____ _____ _____ _____ _____ _____ _____ File



SUBSTITUTION REQUEST

Project:

Substitution Request Number:

From:

To:

Date:

A/E Project Number:

Re:

Contract For:

Specification Title:

Description:

Section:

Page:

Article/Paragraph:

Proposed Substitution:

Manufacturer:

Address:

Phone:

Trade Name:

Model No.:

Installer:

Address:

Phone:

History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**SUBSTITUTION
REQUEST
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- Substitution approved – Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted – Make submittals in accordance with Specification Section 01330.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials.

Signed by:

Date:

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____



SUBMITTAL TRANSMITTAL

Project: _____ Date: _____

_____ A/E Project Number: _____

TRANSMITTAL To (Contractor): _____ Date: _____ Submittal No. _____

A From (Subcontractor): _____ By: _____ Resubmission

Qty. Reference / Title / Description / Number Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- | | |
|--|---|
| <input type="checkbox"/> Submitted for review and approval | <input type="checkbox"/> Substitution involved - Substitution request attached |
| <input type="checkbox"/> Resubmitted for review and approval | <input type="checkbox"/> If substitution involved, submission includes point-by-point comparative data or preliminary details |
| <input type="checkbox"/> Complies with contract requirements | <input type="checkbox"/> Items included in submission will be ordered immediately upon receipt of approval |
| <input type="checkbox"/> Will be available to meet construction schedule | |
| <input type="checkbox"/> A/E review time included in construction schedule | |

Other remarks on above submission: _____ One copy retained by sender

TRANSMITTAL To (A/E): _____ Attn: _____ Date Rec'd by Contractor: _____

B From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

- | | |
|--|--|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Revise / Resubmit |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Rejected / Resubmit |

Other remarks on above submission: _____ One copy retained by sender

TRANSMITTAL To (Contractor): _____ Attn: _____ Date Rec'd by A/E: _____

C From (A/E): _____ Other By: _____ Date Trnsmt'd by A/E: _____

- | | |
|---|--|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Provide file copy with corrections identified |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Sepia copies only returned |
| <input type="checkbox"/> Not subject to review | |
| <input type="checkbox"/> No action required | <input type="checkbox"/> Point-by-point comparative data required to complete approval process |
| <input type="checkbox"/> Revise / Resubmit | |
| <input type="checkbox"/> Rejected / Resubmit | <input type="checkbox"/> Submission Incomplete / Resubmit |
| <input type="checkbox"/> Approved as noted / Resubmit | |

Other remarks on above submission: _____ One copy retained by sender

TRANSMITTAL To (Subcontractor): _____ Attn: _____ Date Rec'd by Contractor: _____

D From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

SECTION 00 61 00 - BOND FORMS

- 1.1 Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond (006113.13) and a Payment Bond (006113.16) in the forms provided in the these Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum. The Bidder may use the AIA Document A312-2010 Payment Bond in lieu of the Payment Bond form included and referenced herein.
- 1.2 The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.
- 1.3 The Performance and Payment Bonds must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as accepted sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said Circular or revision thereof.

END OF SECTION 00 61 00

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

SECTION 00 61 13.13 - PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____, as
Principal (the "Principal"), and _____, a corporation organized
and existing under the laws of the _____ of _____,
having its principal office at _____, and authorized to do
business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto
the Central Bucks School District as Obligee (the "Obligee"), as hereinafter set forth in the full and just
sum of _____ Dollars (\$ _____), lawful money
of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid, dated _____,
20____ (the "Bid"), to perform certain _____ construction work for the
Obligee, in connection with the New Storage Building at Tohickon Middle School Project, pursuant to
plans, specifications and other related documents, constituting the contract documents, which are
incorporated into the Bid by reference (the "Contract Documents"); and

WHEREAS, the Obligee is a "Contracting Body" under provisions of Act No. 385 of the General
Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967,
known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the
Obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to
become binding upon the award of a contract to the Principal by the Obligee in accordance with the Bid;
and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the
Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish
this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the
Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such
work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if: (a) the Principal well,
truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract
Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and
if the Principal shall satisfy all claims and demands incurred in or related to the performance of the

NEW STORAGE BUILDING AT
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Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

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TOHICKON MIDDLE SCHOOL

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this ____ day of _____, 20 ____.

(Individual Principal)

(SEAL)

Signature of Individual

Witness:

Trading & doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____ (SEAL)

Partner

By: _____ (SEAL)

Partner

By: _____ (SEAL)

Partner

(Corporation Principal)

(Name of Corporation)

Attest: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

(CORPORATE SEAL)

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TOHICKON MIDDLE SCHOOL

OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY)

Witness or Attest: _____
Name of Corporation

_____ **By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the bond, evidencing the authority of the Attorney-in-fact to act on behalf of the Corporation.

END OF SECTION 00 61 13.13

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TOHICKON MIDDLE SCHOOL

SECTION 00 61 13.16 - PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under laws of the _____ of _____, with a principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto the Central Bucks School District as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid, dated _____, 20____ (the "Bid"), to perform certain _____ General _____ (name of contract) construction work for the Obligee, in connection with the New Storage Building at Tohickon Middle School Project located in Bucks County, PA , pursuant to plans, specifications and other related documents, which are incorporated into the Bid by reference (the "Contract Documents"); and

WHEREAS, The Obligee, is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership,

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association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

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Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors there under or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this __day of _____, 20__.

(Individual Principal) _____ (SEAL)
Signature of Individual

Witness Trading and doing business as:

(Partnership Principal) _____ (Name of Partnership)

Witness:

_____ By: _____ (SEAL)

Partner

_____ By: _____ (SEAL)

Partner

_____ By: _____ (SEAL)

Partner

(Corporation Principal) _____ (Name of Corporation)

Attest: _____ By: _____
Secretary/Assistant Secretary President/Vice President

(CORPORATE SEAL)

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY) _____
Name of Corporation

Witness or Attest:

_____ **By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION 00 61 13.16

NEW STORAGE BUILDING AT
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SECTION 00 72 16 - GENERAL CONDITIONS OF THE CONTRACT

PART 1 - GENERAL

1.1 ATTACHMENTS

A. Standard form of the following:

1. General Conditions of the Contract, AIA A201, 2007 Edition. (39 pages)
2. Modifications as set forth in the Modifications and Supplementary Conditions of the Specifications.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 00 72 16



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

CBSD -

THE OWNER:

(Name and address)

Central Bucks School District
20 Welden Drive
Doylestown, Pa. 18901

THE ARCHITECT:

(Name and address)

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15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsehood, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

00 73 00.1 STANDARD AIA FORM

Work will be subject to provisions set forth by the American Institute of Architect's Standard AIA Document A201 "General Conditions of the Contract for Construction", *2007 Edition*, Articles 1 thru 15 inclusive, which are hereby made a part of this Specification. Where 'Architect' is referenced in these documents it shall imply the design professional that has prepared the documents, Architect or Engineer.

00 73 00.2 MODIFICATION OF AIA FORM A201

The following supplements modify, delete from, and/or add to AIA Form 201 "General Conditions of the Contract for Construction" (2007 edition) as indicated by the following articles, paragraphs, etc. as noted below:

1. Articles, or portions thereof, that are not specifically modified, deleted, or superseded hereby, remain in full effect.
2. The General Conditions and Supplementary Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Project Manual.

00 73 00.3 RELATED DOCUMENTS

Supplemental Conditions Article 16 specifically modifies Sections 1 thru 15 of AIA Document A201 "General Conditions of the Contract for Construction". Supplemental Conditions commencing with Article 17 act to modify, change and/or add to the Standard Form of Agreement between Owner and Contractor and other documents incorporated or therein described. Where any article, paragraph or subparagraph of the said documents is modified, supplemented, or voided by these Supplemental Project Requirements, the unaltered parts of said documents will remain in effect. The General Conditions of the Contract for Construction and Supplementary Conditions contained herein are applicable to all of the Work under the Contract.

Specific administrative and procedural minimum actions are specified in this Section, as extensions of provisions in General Conditions of the Contract for Construction and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication by Owner or Engineer that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents. Provisions of this Section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection and support facilities.

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00 73 00.4 GENERAL PROVISIONS OF THESE SUPPLEMENTARY CONDITIONS

ARTICLE 16: MODIFICATIONS TO GENERAL CONDITIONS (A-201)

ARTICLE 3: CONTRACTOR: The following shall be considered revisions or additions to Article 3:

3.1 GENERAL: Add subparagraph 3.1.1.1 as follows:

3.1.1.1: Whenever the term "Contractor" is used in these Documents, it shall mean the Contractor with whom a Contract had been entered into for any of the various Contracts, unless noted otherwise.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR: Add subparagraphs 3.2.1.1 thru 3.2.1.4 and paragraph 3.2.4 as follows:

3.2.1.1: If any errors, inconsistencies or omissions appear in the Drawings, Specifications, or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained during the Bidding Period, the Contractor shall within ten (10) days after receiving "Notice of Award" notify the Architect in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, he will be responsible for the results of any such errors, inconsistencies or omissions and the cost of rectifying same. At the end of the ten (10) day period, Interpretations of this procedure shall be made by the Architect and his decision will be final.

3.2.1.2: Dimensions given at full size or large-scale details shall take precedence over smaller scaled measurements. Discrepancies shall be referred to the Architect in writing for adjustments before any work affected thereby has been performed.

3.2.1.3: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be the most costly) is intended and will be enforced. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect in writing for a decision before proceeding. These may be shown on any plan, partial plan, in the Project Manual or in any Addenda.

3.2.1.4: Where the word "similar" occurs on the drawings it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work. Where on any drawings or a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work. Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs, and shall also apply to all other similar parts in the work unless otherwise indicated.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES: Add paragraph 3.3.4 as follows:

3.3.4: The Contractor for the project shall locate benchmarks and establish primary lines and levels. He will verify all grades, lines, levels, and dimensions shown on the Drawings, and report any discrepancies or inconsistencies in the above in writing to the Architect before commencing work.

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3.4 LABOR AND MATERIALS:

Add the following to 3.4.2 "Labor and Materials":

3.4.2.1: STANDARD OF QUALITY:

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for the bid proposed. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", they shall be subject to equals only as approved by the architects and/or engineers in accordance with substitution procedures specified in Division 01. See Section 016000 Product Requirements for detailed information. Substitutions considered by the Owner or Architect shall be limited to those proposed before bids are due unless products or systems become unavailable through no fault of the Contractor.

3.4.2.1.1: Such references require that which is established as standards of quality shall be provided without substitution unless permitted by the Contract Documents.

3.4.2.2: Work specified which becomes unavailable due to strike, loss of plant through fire or flood, bankruptcy or other unforeseeable cause, shall be substituted equally at no cost to the Owner from another source subject to the substitution procedures in the Contract Documents.

3.4.2.3: Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work such as rough-in, changes in supporting foundations and other related work.

3.4.2.4: The Contractor shall assume full responsibility for the adequacy of substitute work.

Add paragraphs 3.4.4 thru 3.4.9 as follows:

3.4.4: Insofar as practical or required to obtain a full warranty, except as otherwise specified or shown, the material or product of one Manufacturer shall be used throughout the work for each specified purpose.

3.4.5: All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the Manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request (in writing) clarification from the Architect before proceeding.

3.4.6: All workmanship, equipment, materials, and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Where equipment, materials or articles are referred to in the Specification as "equal to" any particular standard, the Architect shall decide the question of equality. Contractor shall furnish, for the Architect's approval, full information concerning materials, or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Materials and articles installed or used without such written approval shall be at the risk of subsequent rejection.

3.4.7: No previous inspection or certificate of payment shall be held as an acceptance of defective work or materials or to relieve Contractor from the obligation to furnish sound materials and to perform good satisfactory work. The Architect shall be the sole judge of the materials and work furnished.

3.4.8: If the Architect deems it inexpedient to correct work damaged or done not in accordance with the Contract, the difference in value between such work and that as

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specified, together with a fair allowance for damage shall be deducted from the Contract price.

3.4.9: Should Contractor wish to substitute a specified item, Contractor will submit a complete Matrix Form as provided in Section 00850 – PROJECT FORMS prior to the Owner's consideration of a substitution.

3.5 WARRANTY: Add paragraph 3.5.1 as follows:

3.5.1: Contractors shall fully warranty all material and workmanship for the entire project for one year from substantial completion and acceptance by Owner unless otherwise indicated.

3.6 TAXES: Add subparagraphs 3.6.1 thru 3.6.4 as follows:

3.6.1: All bids submitted must include all applicable taxes including, but not limited to, Pennsylvania State Sales and Use Taxes, and Federal Excise Taxes. If the item subject of this bid is exempt from State Sales and Use Taxes, the School District will provide evidence of tax exemption status.

3.7: PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS: Add subparagraph 3.7.1.1 as follows:

3.7.1.1: The contractor is responsible for obtaining all required building permits from the local municipality for this project. The Owner will pay directly any required municipal fee for the building permit. The contractor and sub-contractors shall be responsible for and required to pay for any fees required by the municipality for Contractor's registration, license, or similar business/occupation registration.

3.8 ALLOWANCES: Add subparagraph 3.8.4 as follows:

3.8.4: No cash allowances for any purpose are included in the specifications for this project.

3.9 SUPERINTENDENT: Add subparagraph 3.9.1.1 as follows:

3.9.1.1: If during the course of the project, it is evidenced that the Superintendent is not competent or is not managing the progress of the project or is not coordinating the various subcontractors under the Contractor's supervision, then the Owner and Architect, or either of them, shall document such findings to the Contractor. If, within (10) days of receiving such notice, no substantial effort or correction of the findings is made, then the Architect, based upon the Owner's recommendation, may require the replacement of the Superintendent with an acceptable Superintendent.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES. Delete paragraphs 3.10.1 thru 3.10.3 and substitute the following:

3.10.1: The Contractor shall, within twenty (20) calendar days after issuance of Notice of Award, submit a draft Construction Schedule along with a detailed submittal schedule to the Architect. Seven (7) calendar days after the Architect receives the Contractors' Construction Schedule, the Contractor, the Architect and the Owner shall meet to review, coordinate and sign off on an agreed upon Contractors' Construction Schedule. The Contractor's Construction Schedule shall be related to the entire Project and shall not exceed

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time limits current under the Contract Documents for substantial completion of the entire Project as indicated in Article 8.2.3.3 and 8.2.3.6.

3.10.1.1: In the absence of a signed change order approving an extension of time, all Contractor Construction Schedule updates must show substantial completion date consistent with the date required in paragraph 8.2.3.3 and 8.2.3.6 of these Supplementary Conditions. Changes in logic or duration shall not be made, except for good cause, and shall not result in an extension of the time for substantial completion. In the event certain aspects of the work fall behind the Contractor's Construction Schedule, the Contractor(s) responsible for such aspects of the Work shall, in coordination, and consultation with all the Contractors, develop a recovery plan to revise logic, add manpower resources to reduce duration, expedite procurement or advance start of activities, to get the project back on a schedule that will assure completion in accordance with the substantial completion date.

3.10.1.2: IN THE EVENT THE CONTRACTOR DOES NOT MEET THE SUBSTANTIAL COMPLETION DATE, CONTRACTOR SHALL PERFORM ALL WORK THAT MAY, AS DETERMINED BY THE OWNER, BE DISRUPTIVE OR INTERFERE WITH THE SAFETY OR EDUCATION OF PERSONS OCCUPYING THE BUILDING, (INCLUDING NOISY WORK) AFTER SCHOOL HOURS, WEEKENDS AND/OR HOLIDAYS SO AS NOT TO INTERFERE WITH SCHOOL ACTIVITIES AND PUBLIC SAFETY AT NO ADDITIONAL COST TO THE OWNER.

3.12: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. Add sub-paragraphs 3.12.11 thru 3.12.16 as follows:

3.12.11: The Contractor shall submit to the Architect, a minimum of five copies of all necessary Shop Drawings, product data and/or samples for approval. Two copies will be retained by the Architect, Engineer & Owner Representative, and one copy will be returned to the Contractor. Contractor shall submit additional copies in such number as he requires to be returned to process the work and as may be required by the local municipal engineer.

3.12.12: If requested by the Owner, Material Safety Data Sheets shall be furnished for any product or material proposed or specified for use in this project in accordance with the Pennsylvania Worker And Community Right To Know Act 1984-159.

3.12.13: Reference to procedures concerning Submittals shall be construed to incorporate all submittals including Contractor's Submittal Schedule of all products (to be in accordance with approved Contractor's Construction Schedule and other requirements stated herein), Submittal Matrix, Manufacturer's published literature, shop drawings, samples, concrete mix, design and other data.

3.12.14: Submittal Schedules shall be prepared and incorporated into the Contractor's Construction Schedule as indicated in article 3.10.1. Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation at the time they are needed and in accordance with the time established in the Contractors' Construction Schedule to avoid delays.

3.12.14.1: Time frame when the item is needed at the Project.

3.12.14.2: Time necessary to produce the product.

3.12.14.3: Lead time required to prepare the submittal.

3.12.14.4: Time required for the Contractor to review, approve, sign and date the submittal.

3.12.14.5: Time for the Owner to review the submittal.

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3.12.14.6: Time for the Owner's Engineer, municipal engineer and/ or consultants to review the submittal.

3.12.14.7: Number of Subcontractor's affected by the information contained in the submittal.

3.12.14.8: Time necessary to correct and resubmit if original submittal is not approved.

3.12.14.9: Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times.

3.12.14.10: Grouping of related submittals for coordination.

3.12.14.11: All color samples for finish work shall be submitted within sixty (30) calendar days after issuance of Notice of Award for review, coordination and approval by the Owner.

3.12.15: Submittals shall contain a Contractor's stamp of approval, signed and dated by the submitting Contractor, prior to submission to the Architect. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Architect, all deviations from the Contract Documents. Submittals will not be reviewed unless they contain such a stamp containing the words "Reviewed and Approved" accompanied by the Contractor's signature and date.

3.12.16: Architect's review is for general conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project Manual, Drawings, Addenda, and Bulletins. No departures there from, are to be considered as authorizing extra work. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication process for techniques of assembly, for performing this work in a safe manner, and of coordinating this work with that of all other trades.

3.13 USE OF SITE: Add paragraphs 3.13.1 thru 3.13.5 as follows:

3.13.1: Contractor shall use the site in a manner that will cause minimum interference and maintain maximum safety to the occupants of the building and the general public. Contractor must have prior approval of the Owner for locations of stored materials, access trailer locations, etc.

3.13.2: REMOVED

3.13.3: Contractors will have access to the project site Monday through Saturday from 7:00 AM to 7:00 PM. For building access after hours, the contractor is required to provide 48 hours advanced notice. Hours of work shall conform to any local municipal ordinances for same.

3.13.4: REMOVED

3.13.5: REMOVED

3.14 CUTTING AND PATCHING: Add paragraphs 3.14.3 thru 3.14.5 and their subparagraphs as follows:

3.14.3: Underground Utility Locating Services – See Section 011000 'Summary' for Contract requirements for GPR subcontract to locate underground utilities.

3.14.4: Existing Construction Areas (Alterations/Renovations): Contractor shall do all cutting, drilling, removal, cleaning, servicing, repairing, patching, rehangng, and restoration that may be required in connection with the work.

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3.14.5: Concealed utilities, structural elements and hazards: Prior to cutting and demolition work, the Contractor shall survey and locate utilities, structural elements and hazards using locator / detection equipment. Promptly submit a written report to the Architect describing the nature and extent of any conflicts with the intended function or design of the work. Do not proceed with work until such conflicts are resolved.

3.15 CLEANING UP: Add paragraphs 3.15.3 thru 3.15.4 as follows:

3.15.3: Contractor, shall be held responsible for removal of all the debris and excess material. Contractor shall be responsible for keeping all streets, sidewalks and adjacent property clean at all times of debris, dirt, materials, etc.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT: The following shall be considered revisions or additions to Article 4:

4.2 ADMINISTRATION OF THE CONTRACT:

4.2.4: Amend the last sentence to read: The contractor shall communicate directly with its sub-contractors in order to assure proper coordination of the work.

4.2.4.1: The Contractor is required to have a representative available at all times to answer the telephone between the hours of 8:00 A.M. and 5:00 P.M. If business phones cannot be answered in person during these hours, the responsible person in charge for the Company or Corporation shall provide the Architect and the Owner with his home phone number and cellular phone number. Failure of the Contractor to comply with this requirement will be cause for rejection of the Contractor's Application and Certificate for Payment.

ARTICLE 5: SUBCONTRACTORS: The following shall be additions to Article 5 with respect to Subcontractors.

5.1 DEFINITIONS: Add paragraph 5.1.3 as follows:

5.1.3: Any single Subcontractor performing greater than 25% of the work of any Contract on this project shall be considered as a Major Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK: Add subparagraphs 5.2.1.1, 5.2.1.2, 5.2.3.1 and 5.2.4.1

5.2.1.1: If a Proposal submitted is based on work performed by one or more Major Subcontractors, then the Bidder shall identify each such Major Subcontractor to be used on this Project. A Major Subcontractor is defined as any contractor or supplier providing material or services in excess of 25% of the total contract value. Each Major Subcontractor's name, address, phone number, and the estimated percentage of work to be performed by the Major Subcontractor shall be denoted in the appropriate place on the Proposal Form.

5.2.1.2: In addition to his own Contractor's Qualification Statement, Bidder shall secure and furnish a Major Subcontractors Qualification Statement for each Major Subcontractor proposed. The Architect and Owner may take into consideration the experience and qualifications of any Major Subcontractors in making a Contract award on this Project.

5.2.3.1: If, after award of the Contract, a portion of the work is proposed to be performed by a Major Subcontractor, and the Contractor has not previously indicated on his

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Proposal Form this work being done by a Major Subcontractor, then the Architect shall review the name and qualifications of the proposed Major Subcontractor. If the Architect and Owner, after due investigation, has reasonable objection to a Major Subcontractor proposed by the Contractor, the Contractor shall propose another to whom the Architect and Owner have no objection. The Contract Sum shall not be changed as a result of any approval or disapproval by the Owner of a Major Subcontractor that was not previously identified on the Proposal Form.

5.2.4.1: Upon submission of a Proposal and award of a Contract, the Contractor shall not change a Major Subcontractor from that which was indicated on his Proposal Form, unless the Owner has indicated, in writing, that there is no objection to the change.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS: The following shall be considered revisions or additions to Article 6:

6.2 MUTUAL RESPONSIBILITY: Add paragraph 6.2.6

6.2.6: Contractor shall be responsible for proceeding with work in a manner that will not void any and all guarantees and warranties held by the Owner on the existing systems and facility.

ARTICLE 7: CHANGES IN THE WORK: The following shall be considered revisions or additions to Article 7:

7.3 CONSTRUCTION CHANGE DIRECTIVES & CHANGE ORDERS: Add paragraphs 7.3.11 and 7.3.12 as follows:

7.3.11: The maximum allowable overhead, profit and commission percentages, given at the end of this paragraph, shall be considered to include, but not be limited to, insurance other than that mentioned in this "Equitable Adjustments" clause, bond or bonds, use of small tools, incidental job burdens, and general office expense, engineering, cleaning, transportation, and all other "General Conditions, Supplementary General Conditions and Supplemental Project Requirements" items. No percentages for overhead, profit or commission will be allowed on employment taxes under FICA and FUTA which will be based on Contractor's last quarterly 941 form. The percentages for overhead, profit and commission shall be negotiated and may vary according to the nature, extent, and complexity of the work involved, but in no case shall the allowance for overhead and profit in the total cost to the Owner exceed the following:

a. For all work associated with change orders or construction change directives the add for the Contractor's overhead and profit shall not exceed the following:

1. Any Change Order totaling up to three thousand dollars (\$3,000) or less: twenty percent (20%)
2. Any Change Order totaling between three thousand and ten thousand dollars (\$3,000 to \$10,000): fifteen percent (15%)
3. Any Change Order totaling over ten thousand dollars (\$10,000): ten percent (10%)
4. In no case may overhead and profit exceed twenty percent (20%) of the work.

b. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and

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materials shall be itemized in the manner prescribed above. Where major cost items are subcontractors, they shall also be itemized. In no case will a change over \$1,000 be approved without such itemization.

7.3.12: When work is deleted, the Contractor shall submit a credit based upon the approved Schedule of Value and will include a bill of material, a breakdown of labor costs to which shall be added the Contractor's profit. When credits are involved, documented cancellation and/or restocking charges may be included.

ARTICLE 8: TIME: The following shall be considered revisions or additions to Article 8.

8.1 DEFINITIONS: Add subparagraph 8.1.2.1 as follows:

8.1.2.1: It is anticipated that the Owner will make a Contract Award for this Project on May 23, 2017 at a meeting of the Board of School Directors. The date of commencement of the Work and the date of the Agreement will be the date of a meeting of the Board of School Directors at which a Contract is awarded for this Project.

8.2 PROGRESS AND COMPLETION: Add subparagraphs 8.2.2.1, 8.2.3.1 et seq, 8.2.3.2 thru 8.2.3.6 et seq.:

8.2.2.1: Work at the Project site may not commence until Contractor has furnished all required Contract documents including but not limited to Contract, Bonds, Insurance Certificates and verifications, and appointment of safety director.

8.2.3.1: Within Twenty (20) calendar days of Notice to Proceed, Contractor shall:

8.2.3.1.1: Execute the Contract, furnish all required Bonds, furnish all Insurance Documents, furnish a cost breakdown, and furnish a list of Subcontractors, if any.

8.2.3.1.2: Immediately make field measurements required and prepare and submit shop drawings and product data sheets. Shop drawings shall be submitted in accordance with approved Contractor's Construction Schedule and Article 3.10 and 3.12.

8.2.3.1.3: Furnish a work schedule coinciding with the contract schedule and completion date.

8.2.3.2: Hours of work and building access shall be as stipulated in Article 3.13 Use of Site and Article 27. Project Schedule and Coordination.

8.2.3.3: REMOVED

8.2.3.4: LIQUIDATED DAMAGES: The Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. Actual damages for delay in the time of completion are impossible to determine. **It is therefore agreed that the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sum hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the work is Substantially Complete: Five Hundred Dollars (\$500.00). Substantial Completion shall not be a defense to payment of Liquidated Damages nor bar recovery of damages by Owner.**

8.2.3.5: Substantial Completion: Article 9.8.1 of the General Conditions is hereby deleted. The Owner's use or occupancy of any or all of the areas of work does not constitute substantial completion. Substantial Completion for this project shall be attained when all of the following are complete:

1. All rough grading is complete

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2. Building is completely closed in and roofing, siding and doors are installed.
3. Painting is complete.
4. Concrete slabs have been installed.
5. All disturbed areas have been graded, raked and seeded.

8.2.3.6: PROJECT TIME LINE:

The following dates and construction tasks are provided as a contract timeline on this project. In addition the schedule timeline for other prime contracts is also noted for the contractor's reference and coordination of work. Substantial Completion dates noted herein will be the contract Substantial Completion dates.

May 23, 2017: Anticipated Contract Award date.

May 24 – August 18, 2017:

Contractor shall have full access to the project site during this time period for construction work, subject to the time constraints listed in Article 3.13 of the Supplementary Conditions

August 18, 2017: Substantial Completion for this contract.

8.2 PROGRESS AND COMPLETION: Add paragraph 8.2.4 and subparagraphs 8.2.4.1 thru 8.2.4.4:

8.2.4: The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including overtime operations, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work in accordance with the Timeline included herein and approved Schedule. Should it become apparent from the current Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner to improve the progress of the Project.

8.2.4.1: Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;

8.2.4.2: Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,

8.2.4.3: Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

8.2.4.4: The Owner may require the Contractor to suggest revisions to the Schedule in writing demonstrating his program and proposed plan to make up the delay to ensure completion of the Work within the Contract Time. If the Owner finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner may require the Contractor to take any of the actions set forth in this Article without additional cost to the Owner to make up the lag in scheduled progress.

ARTICLE 9: PAYMENTS AND COMPLETION: The following shall be considered revisions or additions to Article 9:

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9.3 APPLICATIONS FOR PAYMENT: Add sub-paragraphs 9.3.1.3 thru 9.3.1.5, paragraph 9.3.4 and sub-paragraphs 9.3.4.1 thru 9.3.4.2 as follows:

9.3.1.3: The schedule for receipt of Applications for Payments and for Progress Payments shall be as indicated in the Contract Agreement, AIA Document A101 – 1997 edition “Standard Form of Agreement Between Owner and Contractor”, Article 5. AIA Document A101 is included in the Project Manual as reference only while the actual agreement will include the provisions/modifications noted within this Section “Supplementary Conditions”. Applications shall be submitted in duplicate to the Architect. The period covered by each Application for Payment shall be one calendar month ending on the 15th day of the month. The schedule for receipt of Applications for Payments and for Progress Payments shall be as follows: Provided an Application for Payment is received by the Owner not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than twenty-eighth day of the following month. If an Application for Payment is submitted incomplete, without required original signatures, seals, supporting documentation, corresponding prevailing wage certifications, etc., then the Application **will not** be processed until all correct/complete documents are received. Upon receipt of complete/correct documentation, the Application will be processed in accordance with the Agreement based on the *date when the complete/correct documentation was received*. The Owner is under no obligation to accelerate or provide special handling, manual cutting of checks, etc., for incorrect or incomplete payment applications received.

9.3.1.4: Applications for payment shall be made monthly based upon labor and materials completed. Requisitions for all payments will be made on AIA Document G702 Application and Certificate for Payment. Contractor will be required to submit an itemized, detailed cost breakdown showing quantities, unit costs, and totals to the Owner within twenty (20) days after Notice to Proceed. Form to be in conformance with Owner requirements.

9.3.1.5: Payments will not be made for materials stored off site.

9.3.4: Contractor further warrants that upon submittal of an Application for Payment, all Subcontractors and Sub-Subcontractors who performed work for which certificates of payment have been previously issued and payments received from the owner have in fact been paid for such work.

9.3.4.1: Contractor hereby waives any right which it may have to assert a mechanics' or other lien against the work, the project site, and any improvements thereon. Further, the Contractor shall cause a similar waiver to be included in all of its Subcontract and Sub-Subcontracts. Contractor shall also execute a separate waiver of liens if so requested by the Owner.

9.3.4.2: Contractor shall defend, indemnify, and hold Owner harmless from and against any and all claims, actions and proceedings arising out of or related to any liens asserted against the work, the project site and any improvements thereon, or the payments due the Contractor under this agreement. As complete indemnification is intended, all costs and expenses, including reasonable attorney's fees, incurred by the Owner in enforcing this provision shall be reimbursed by the Contractor to the Owner.

9.4 CERTIFICATES FOR PAYMENT: Delete paragraph 9.4.1 and substitute the following:

9.4.1: The Architect will, in no more than fourteen days after receipt of the Contractor's Application for Payment, either issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

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Contractor in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.6 PROGRESS PAYMENTS: Add paragraph 9.6.8 as follows:

9.6.8: In accordance with PA Act 200 of 1982, and in accord with 62 Pa.C.S.A. § 3921, when the contract is 50% completed, one-half of the amount retained by the contracting body shall be returned to the Contractor: Provided, that the Architect approves the application for payment: And provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum or sums withheld by the contracting body from the Contractor after the contract is 50% completed shall not exceed 5% of the value of completed work based on monthly progress payment requests, except as otherwise provided in the Act.

9.7 FAILURE OF PAYMENT: Delete paragraph 9.7 and replace with the following:

9.7: If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of the shutdown, delay and start-up, which shall be accomplished as provided in Article 7.

9.8 SUBSTANTIAL COMPLETION: Delete paragraph 9.8.1 and substitute new paragraph as stated in 8.2.3.5 above.

Add the following subparagraphs to 9.8.2 as follows:

9.8.2.1: The Contractor shall perform and complete his work according to the contract documents without fault or defect of any kind. In the absence of more specific directives, and insofar as applicable, the work shall comply with provisions contained in Section 01025, Section 3.5. When these conditions of completion exist, Contractor shall proceed with Request for Certification of Substantial Completion as specified in Article 9.

9.8.2.2: It shall be understood that "Punch List" items and "Maintenance" items are different categories. All items called for in the Contract Documents to be installed, supplied or otherwise incorporated into the work, but which, at the time of completion are found not to be in compliance with the drawings and specifications, shall be considered punch list items.

9.9 Partial Occupancy or Use: Add paragraph 9.9.4 as follows:

9.9.4: The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the distinct understanding that such occupancy shall not in any way constitute acceptance of the work or any part thereof, or of any work performed under contract. Such use shall also not constitute substantial completion of any physical elements or system except as specifically approved by the Owner and Architect. Substantial completion of contract or building system or component contained as part of that contract shall not extend substantial completion to any other building system or component within that contract.

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9.10 FINAL COMPLETION AND FINAL PAYMENT: Add paragraphs 9.10.6 et seq thru 9.10.8 as follows:

9.10.6: Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect the five (5) items enumerated in 9.10.2 plus the following::

9.10.6.1: State and/or Local Certificate of Occupancy

9.10.6.2: County and local municipality authority approvals

9.10.6.3: Supplemental Attachment for Accord Certificate of Insurance - AIA Document G715.

9.10.6.4: Affidavit of Payment of Debts and Claims - AIA Document G706.

9.10.6.5: Affidavit of Release of Liens - AIA Document G706A.

9.10.6.6: Consent of Surety to Final Payment - AIA Document G707.

9.10.6.7: Certification of Paid Wages in accordance with Pennsylvania Prevailing Wage Act.

9.10.6.9: As-Built drawings.

9.10.6.10: Maintenance Manuals and Instructions and Warranties.

9.10.7: Upon completion of the punchlist and all other required scope of work have been completed in accordance with the Contract Documents, the Contractor shall submit a written request certifying that the project is ready for final inspection by the Owner.

9.10.8: If, upon request of the Contractor for final inspection of the Architect, the Architect determines that the work is incomplete or otherwise unacceptable under the Contract Documents due to neglect or laxity on the part of the Contractor, the Architect shall so notify the Contractor of such deficiencies in the work and shall authorize payment for work fully completed and accepted and approved, retaining an amount equal to 150% of the work remaining to be completed. Thereafter, the Contractor shall reimburse the Architect all costs to conduct visits and prepare findings for each subsequent final observation the Architect shall be called upon to conduct.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY: The following shall be considered revisions or additions to Article 10:

10.1: SAFETY PRECAUTIONS AND PROGRAMS: Add paragraphs 10.1.1 and 10.1.2 as follows:

10.1.1: The Owner will not be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.

10.1.2: Neither the activities of the Owner, nor the presence of the Owner and his agents at a construction site, shall relieve any Contractor and any other entity of their obligations, duties, and responsibilities. Responsibilities shall include, but are not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Owner and his agents have no authority to exercise any control over any construction contractor or other entity or their employees in connection

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with their work or any health or safety precautions. The Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner & the Engineer and his agents shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

10.2 SAFETY OF PERSONS AND PROPERTY: Add paragraphs 10.2.9 thru 10.2.12:

10.2.9: The Contractor shall conform to requirements of the Federal Occupational Safety and Health Act, and the Construction Safety Code. The requirements of the State, Local and Association Codes shall apply where they are equal to or more restrictive than the requirements of the Federal Act.

10.2.10: The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. He shall replace all such materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.

10.2.11: Contractors shall submit Safety Data Sheets (S.D.S.) to the General Contractor for all material to be used on site and prior to material being brought on site. The General Contractor shall maintain Safety Data Sheets and make them available for inspection to everyone as required by law.

10.2.12: Contractor shall hold weekly safety meetings to provide for the safeguarding of persons and property. The General Contractor shall record minutes of the meetings for the record.

ARTICLE 11: INSURANCE AND BONDS: The following shall be considered revisions or additions to Article 11:

11.1: CONTRACTOR'S LIABILITY INSURANCE: Add the following sub-paragraphs:

11.1.1: Modify and Supplement as follows:

1. Modify Article 11.1.1 as follows:

Insert words: "and to which the Owner has no reasonable objection" after the words "in which the project is located" in the first sentence. Insert the words: "and also name as additional insured the Owner and Architect" after the words "as will protect the contractor".

2. Supplement Article 11.1.1 as follows:

The minimum limits of liability shall be as follows or greater where required by law:

Workers Compensation

Coverage A	Statutory
Employers Liability – Coverage B	\$500,000 each accident \$500,000 disease – policy limit \$500,000 disease – each employee

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Comprehensive General Liability including Premises Liability/Completed Operations Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU) for contractors performing excavating, trenching and backfilling, Owners and Contractor Protective, and Contractual Liability including specific provisions for the Contractor's obligations under Article 3.18 Indemnification. Products and Completed Operations Insurance shall be maintained for a minimum period of at least two (2) years after either ninety (90) days following substantial completion of the project or final payment. General Liability Aggregate limits to apply on a "per project" basis:

\$1,000,000 per occurrence
\$1,000,000 products/completed operations
\$1,000,000 personal/advertising injury
\$2,000,000 general aggregate

Business Automobile Liability \$1,000,000 Combined Single Limit

Coverage to include owned, hired and non-owned vehicles used by the Contractor and Subcontractors.

Excess/Umbrella Liability \$5,000,000 each occurrence/aggregate

Such coverage shall be excess of the general liability, automobile liability, and employers liability as required by this contract.

11.1.2: Modify as follows:

Delete the second sentence and substitute the following revised sentence: Coverages must be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of work or for such other period for maintenance of completed operations coverage as specified in the contract documents.

11.1.3: Modify as follows:

Delete the first sentence and substitute the following revised sentence: Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to signing the contract, and thereafter upon renewal or replacement of each required policy of insurance.

Delete the second sentence and substitute the following revised sentence: These certificates and the insurance policies required by Section 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Owner by certified mail with return receipt requested.

Add the following:

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11.1.3.1: The Contractor's insurance policies shall be placed with insurance companies holding an A.M. Best Rating of A-/VIII or better.

11.1.3.2: The Contractor shall require all subcontractors furnishing labor or materials for the project to take out and maintain the same general liability, automobile liability, excess liability and workers compensation insurance as required to be provided by the Contractor in accordance with the Contract, so as to protect the subcontractor and also name the Owner as additional insured.

11.1.3.3: The Contractor shall not commence work under this Contract until he has obtained, at his expense, all insurance required by this Contract and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work in his subcontract until all similar insurance requirements of the Contractor have been obtained by the subcontractor and approved.

11.1.3.4: The following wording or similar language is not permitted on the certificate:

1. "Endeavor to"
2. "But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives."

11.1.3.5: A statement must be included in the description section of the Certificate of Insurance indicating that the insurance stated on the certificate is primary to any and all other applicable and collectable insurance coverage.

11.1.4: Modify as follows:

The Owner, Gilmore and Associates and Buckingham Township shall be named as additional insureds on the above mentioned policies.

11.3: PROPERTY INSURANCE

11.3.1.3: Delete 11.3.1.3 and replace with the following:

Owner's property insurance policies include a deductible clause of up to \$5,000 per claim. Damages less than \$5,000 shall remain the responsibility of the Contractor.

Add:

11.3.11: The Contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered by the Owner's property insurance and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

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ARTICLE 11.4: PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND.

Delete sub-paragraph 11.4.1 and substitute 11.4.1, and 11.4.1.1 as follows:

11.4.1: Performance, Labor and Material Payment, And Maintenance Bonds: The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967). At or before the time of signing the Contract, the Contractor shall furnish and pay for a Performance Bond for faithful performance of the Contract in the amount of 100% of the Contract sum and Payment Bond in the amount of 100% of the Contract sum, executed in form as bound herein.

Contractor shall provide a maintenance bond in the amount of 10% of the final contract amount at the final completion of the contract. Bonds shall provide coverage for Correction of work during the one year guarantee period.

Evidence of authority to bind the Surety, in the form of a Power of Attorney designating the agent who is authorized to sign on behalf of the Surety, shall be filed with the executed Bond forms. Surety or Sureties shall be approved by the Owner and appear on the Treasury Department's most current list (Circular 570). The Surety Companies issuing all Bonds shall submit evidence which stipulates that the issuing Agent is authorized to issue certificates in the name of the Bonding Company. The Bonds shall be placed with an insurance company holding an A.M. Best rating of A- or better. Furnish documentation evidence of license to transact such business in the Commonwealth of Pennsylvania.

11.4.1.1: In the event that a Surety refuses to deliver a Performance Bond and Payment Bond within 10 days from the receipt of notice of intent to accept the Contractor's proposal, full payment for the Bonds shall be made from the Bid Bond.

ARTICLE 12.2: UNCOVERING AND CORRECTION OF WORK:

Delete sub-paragraph 12.2.2 and substitute as follows:

12.2.2: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT: The following shall be considered revisions or additions to Article 14:

14.2 TERMINATION BY THE OWNER FOR CAUSE: Add subparagraphs 14.2.1.5 thru 14.2.1.9 and delete paragraph 14.2.3 substituting new paragraphs 14.2.3 and 14.2.3.1 as follows:

14.2.1.5: If Contractor is adjudged bankrupt or insolvent, subject to the provision of the National Bankruptcy Act and specifically 11 U.S.C., Paragraph 365.

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14.2.1.6: If Contractor makes a general assignment for the benefit of creditors.

14.2.1.7: If a trustee or receiver is appointed for Contractor or for any of Contractor's property.

14.2.1.8: If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.

14.2.1.9: If Contractor disregards the authority of the Owner.

14.2.3: If Contractor otherwise violates any provisions of the Contract Documents, the Owner may, after giving Contractor and his Surety seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work, all materials and equipment stored elsewhere, and finish the Work as Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.

14.2.3.1: Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE: Add paragraph 14.3.3 as follows:

14.3.3: Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, labor dispute, etc., the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but Time for completion of the Work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

ARTICLE 15: CLAIMS AND DISPUTES: The following shall be considered revisions or additions to Article 15:

15.2 INITIAL DECISION: Make the following change to 15.2.1:

15.2.1: The Architect will be the Initial Decision Maker and will recommend approval or rejection of Claims by written decision, which shall state the reasons there for and which shall, if the Claim is recommended for approval, notify the parties of any change in the Contract Sum or Contract Time or both.

15.3 MEDIATION: Delete Article 15.3 and replace with the following:

15.3: All claims, disputes, and other matters in question between the Contractor and the parties to the Contract arising out of, or relating to, the Contract or the breach thereof shall be exclusively litigated in the Court of Common Pleas of Bucks County, Pennsylvania and shall not be subject to arbitration.

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15.4 ARBITRATION: Delete this Article titled "Arbitration" and all references to Arbitration as set forth in A.I.A. Document A201, as this article is hereby deleted from the said document and this agreement.

15.5 OWNER'S ELECTION: Add Article 15.5 as follows:

15.5.1: The Owner may elect mediation at any time, regardless of whether judicial proceedings have been commenced, and the Owner's commencement of or participation in such judicial proceedings shall not waive the Owner's right to later elect mediation.

15.5.2: The Contractor may not commence any judicial proceedings against the Owner without first offering the Owner the opportunity to initially elect mediation by notifying the Owner, in writing and by certified mail, of the nature of the dispute, the factual basis for its claims, and the amount or other relief claimed. If the Owner does not make its election within thirty days after such notice, the Contractor may proceed to resolve such dispute through judicial proceedings.

15.5.3: The Owner shall have the right to elect mediation with the Contractor's Surety under the surety bonds to the same extent and in the same manner as the Owner's right to so elect with the Contractor under Articles 15.3. The Surety shall be bound by the terms of Article 15.3 and 15.5 with respect to any mediation elected by the Owner under the surety bonds and shall assume toward the Owner all of the duties, obligations, and responsibilities which the Contractor assumes toward the Owner under those Articles in the event of such an election.

ARTICLE 16: DISCRIMINATION PROHIBITED

16.1: In accordance with Section 755, Public School Code of Pennsylvania, 1949 as amended, and according to 62 Pa.C.S.A. § 3701, the Contractor agrees that:

16.1.1: In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

16.1.2: No contractor or sub-contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color;

16.1.3: The contract may be canceled or terminated by the school district, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.

ARTICLE 17: PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES:

17.1: In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

17.2: In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

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ARTICLE 18: HIRING CONDITIONS OF EMPLOYMENT:

18.1: The Contractor agrees to abide and bound by the laws of the Commonwealth of Pennsylvania, relating to and regulating the hours and conditions of employment.

ARTICLE 19: HUMAN RELATIONS ACT. NO. 222 AS AMENDED

19.1: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S., Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

ARTICLE 20: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES:

20.1: Contractor shall comply with the following "Pennsylvania Minimum Prevailing Wage Rate" requirements:

20.2: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES (Act No. 442 of 1961, P.L. 987, Amended by Act 342 of 1963, P.L. 653) This regulation and the general Pennsylvania prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this Specification as herein included.

ARTICLE 21: ACT 153 - BACKGROUND CLEARANCE CHECKS (Formerly ACT 34, ACT 151, ACT 114) & ACT 127

21.1 PENNSYLVANIA CRIMINAL HISTORY RECORD (Formerly Act 34)

21.1.1: Act 153 of 2014 requires all employees of public schools and employees of contractors working in public schools to undergo background checks before employment in areas where such employees could be in contact with students. The fee for running this clearance is \$10.

21.1.2: Each Contractor, his employees, and all Sub-Contractors who, in performing work per these Specifications, and who will be on the Owner's site will be required to have a Pennsylvania Criminal History (Formerly Act 34) clearance and be able to furnish a validated original copy of the Pennsylvania State Police Criminal History Record Information Report. Non-resident workmen will also be required to provide a copy of an FBI fingerprint card. Each Contractor, for himself and for his subcontractors, shall maintain a log of all workmen on the job requiring Pennsylvania Criminal History Clearances. The School District reserves the right to review the contractor's documents required above to determine compliance with this Act. Failure to comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with Act 153 and will further be responsible for the compliance of all subcontractors.

21.1.3: Original Pennsylvania Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

21.2 PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE (Formerly Act 151)

21.2.1: Contractors shall obtain Pennsylvania Child Abuse History Clearance (Formerly Act 151) statements from the Pennsylvania Department of Public Welfare pursuant to the Act. The fee for running this clearance is \$10.

21.2.2: All employees on the site must have Pennsylvania Child Abuse History Clearance. The Contractor, for himself and for his subcontractors and their employees, shall maintain a log of all workers on the job requiring those Clearances. The Pennsylvania Child Abuse History Clearance of these workers shall be kept on the job site.

21.2.3: The School District reserves the right to review the Contractors' documents required above to determine compliance with this Act. Failure to comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with the Act and will further be responsible for the compliance of all subcontractors.

21.2.4: Original Pennsylvania Child Abuse History clearances must be reviewed by the School District prior to the employee working on-site.

21.3 FBI FEDERAL CRIMINAL HISTORY RECORD (Formerly Act 114)

21.3.1: The Contractor will be required to present an original FBI Criminal Record Check (Formerly Act 114) for each employee working on-site.

21.3.2: FBI Criminal History Records are obtained by being fingerprinted by Cogent Systems. Contact Cogent Systems (www.pa.cogentid.com or 888-439-2486) to make an appointment. The fingerprinting fee is \$40.

21.3.3: Applicants will be required to present a photo ID prior to the fingerprinting process.

21.3.4: Original FBI Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

21.4 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT (ACT 127 OF 2012)

21.4.1: The Pennsylvania Public Works Employment Verification Act (Act 127 of 2012) went into effect on January 1, 2013, and has an important effect on public works contracts bid and the responsibilities under the act in regard to contractors and subcontractors who work on public works projects. Additional information on Act 127 can be found at the Pennsylvania Department of general Services website at www.dgs.state.pa.us by clicking "Construction and Public Works" in the left navigation pane, and then on top left pane, click on Act 127 of 2012 "Public Works Employment Verification."

21.4.2: U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Employment eligibility of hired employees must comply with the federal government's E-Verify® system. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. The E-Verify system is administered by the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) and additional information concerning compliance can be found on the internet at: <http://www.dhs.gov/e-verify>.

21.4.3: Prior to award of a contract, contractor shall complete the "Commonwealth of Pennsylvania Public Works Employment Verification Form", copy of which is included as "Attachment C". Bidder will not be awarded a contract if he fails to submit a completed Verification form.

21.4.4: Contractor shall maintain documentation of continued compliance with the Act. During the Construction Phase of the Project, Verification forms will be required to be submitted to the Central Bucks School District from all subcontractors of any level prior to commencing work on the Project. Prime Contractor shall notify all subcontractors of the applicability of the Act. If requested by the Owner, contractor and/or subcontractors shall provide proof of enrollment in the E-Verify program.

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ARTICLE 22: SMOKING REGULATIONS:

22.1: The Board of School Directors of the Central Bucks School District has adopted a **NO SMOKING POLICY**. Smoking is not permitted on any part of any school property by students, staff, the public, or contractors performing work on any school property. Contractors are to enforce this regulation with all workers on this project, including all sub-contractors and material suppliers. Any worker who violates this regulation may be fined and/or not permitted to work on the project.

ARTICLE 23: LEAD-SAFE PRACTICES

23.1: Contractors, as a result of the Work, disturbing any painted surface in a child-occupied facility built before 1978 must comply with EPA's Renovation, Repair and Painting Program (40 CFR Part 745, Subpart E). This rule establishes procedures to test painted surfaces for lead prior to disturbance and work practices and cleaning verification procedures to follow in the event that lead is present. The rule establishes a "certified renovator" training program and requires that a Certified Renovator be present during the lead paint-related activities. Under the present scope of work, no actions are required of the Contractor.

ARTICLE 24: ASBESTOS:

24.1: In the event a Contractor by virtue of his work for the District discovers or suspects asbestos, the Contractor must immediately notify the District and perform no further work in connection with the asbestos. If directed by the District to remove the asbestos, the Contractor must take all steps required by all federal, state and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this Contract, or a separate contract to another Contractor as the District may determine. If a Contractor fails to meet the requirements of the federal, state and local regulations and these regulations related to the discovery, removal, and clean-up, the Contractor shall be subject to immediate termination and the Contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including consulting engineer and/or other professional fees.

24.2: No asbestos-containing materials of any kind shall be used in construction of this project. If requested by the Owner, Contractor shall submit a certification to the Owner at the completion of the project stating that no asbestos-containing materials were used in the construction of this project.

24.3: Contractor shall comply with all requirements of the Central Bucks School District Asbestos Abatement Management Plan, Contractor and/or Vendor as included as Attachment A at the end of the Supplementary Conditions.

ARTICLE 25: PROTECTION OF PERSONS AND PROPERTIES:

25.1: Contractor is reminded of his responsibility for all requirements of Article 10 of the General Conditions. In accordance with Article 10.2.6, the Contractor shall designate by letter to the Owner, the person in his organization at the site whose duty shall be the prevention of accidents and shall be responsible for safety precautions and programs. The Contractor will be responsible for taking all necessary protective measures and precautions to prevent damage to the site, the building, and its contents. Contractor shall promptly repair or replace any damage without any costs to the Owner and be responsible for any injury.

25.2: Pneumatic and Powder Actuated Fasteners: The use of pneumatic or powder actuated devices/fasteners shall be used only under strict safety guidelines set up by the Contractor in accordance with all safety codes and regulations. Under no conditions shall these fasteners or devices be used while the building is occupied in the area of the work.

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25.3: During the course of the work, the Owner will continue use of a portion of the building and perform other contracted work. The Contractor shall continue to maintain the Owner's access and functional use of the building.

25.4: Dirt & Dust Protection: During the process of demolition of any existing conditions, or when new construction creates dust and dirt, Contractor shall furnish and maintain suitable equipment and barriers and take precautionary measures to prevent dust and dirt from being transmitted into occupied or finished areas of the building or the buildings mechanical systems.

25.5: Protections: Contractor shall provide temporary barricades, fencing, guards, including proper ventilation and other forms of protection as required to protect occupants and general public from injury due to construction work.

25.6: Safe Passage of Others: Contractor shall provide protective measures as required to provide free and safe passage of occupants and general public to and from occupied portion of the building. Maintain exits in a manner that is acceptable to the Local Building Official and Owner.

ARTICLE 26: SITE ACCESS, DELIVERIES AND STORAGE

26.1: Parking of all vehicles shall be on surfaces and at locations designated by the Owner. Maintain posted vehicle speeds on school property. Restoration of any lawn surfaces used for parking shall be restored by the respective Contractor to the satisfaction of the Owner at the Contractor's expense.

26.2: Contractor and subcontractors shall make arrangements for material and equipment deliveries. Under no circumstances will the Owner's representatives or school personnel sign for deliveries or furnish labor to unload delivery trucks.

26.3: Storage of equipment and materials shall be the responsibility of the Contractor. Contractor shall make provisions for the receipt, unloading, and storage of all construction materials on the site and at location(s) coordinated with the Owner. All outside storage of materials and equipment shall be in conformance with New Britain Borough ordinances.

ARTICLE 27: PROJECT SCHEDULE AND COORDINATION:

27.1: The work of this project must be phased and coordinated with the Owner. See Article 3.10 Contractor's construction Schedule.

27.2: See also Article 8: Time, include herein, for additional information on project commencement and completion dates and corresponding liquidated damages requirements.

27.3: Contractor shall minimize disruption to activities on site. Work shall be confined to the specific, limited project work areas. The procedures herein established and the schedule of work developed shall be strictly adhered to.

27.4: Hours of Work and Building Access:

27.4.1: Contractors will have access to the work areas as noted in Article 3.13.3 and subject to 27.4.3 below.

27.4.2: If for any reason, work under this contract is not substantially complete by the project completion date, then days and hours of work will be as stipulated by the Owner, including limitations on work that will be permitted during hours when the school is occupied, at no additional cost to the Owner.

27.4.3: During the course of the work, the Owner will continue use of the site. Work shall be coordinated with the Owner to permit continued functional use of the building.

27.5: Contractor shall follow the Construction Sequence information as indicated on the Drawings.

27.6: Project Substantial Completion Dates shall be as noted in the Supplementary Conditions, Article 8.2.3.5 and 8.2.3.6: of Article 8: Time/Progress and Completion.

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ARTICLE 28: PREVENTION OF ENVIRONMENTAL POLLUTION:

28.1: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provisions of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the specifications is a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). See Attachment E. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation, has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the Attachment E shall not relieve Contractor of its obligation to comply with same.

END OF SECTION 00 73 00.

NEW STORAGE BUILDING AT
TOHICKON MIDDLE SCHOOL

Attachment A:

**Central Bucks School District
District Asbestos Abatement Management Plan**

Dear Contractor and/or Vendor:

The Federal Government has passed legislation (ASHERA 40 CFR 763) that requires all public schools be inspected for the presence of asbestos containing materials. The inspection must identify the asbestos containing materials as to type, condition, location and accessibility.

This inspection becomes an essential part of each school district's Asbestos Management Plan which is forwarded to the State Department of Education for examination and approval. The Asbestos Management Plan outlines in detail the location of the asbestos and the approved guidelines for dealing with it on an operational and maintenance basis.

No work, contracted or otherwise, is to be performed in the Central Bucks School District without the contractor and/or worker reviewing the school district's management plan for the building and/or area in which the work is to occur.

Copies of each building's management plan are on file in each building administrator's office and the complete district's management plan is on file in the Facilities Office. It is the responsibility of the contractor, subcontractor and/or worker to carefully review these plans as they relate to areas in which work is to be performed. No asbestos containing materials are to be disturbed without written authorization from the School District and must be done in full compliance with Federal and State Regulations.

Review of the School District's Asbestos Management Plan can be arranged by contacting the Facilities Office at (267) 893-4038.

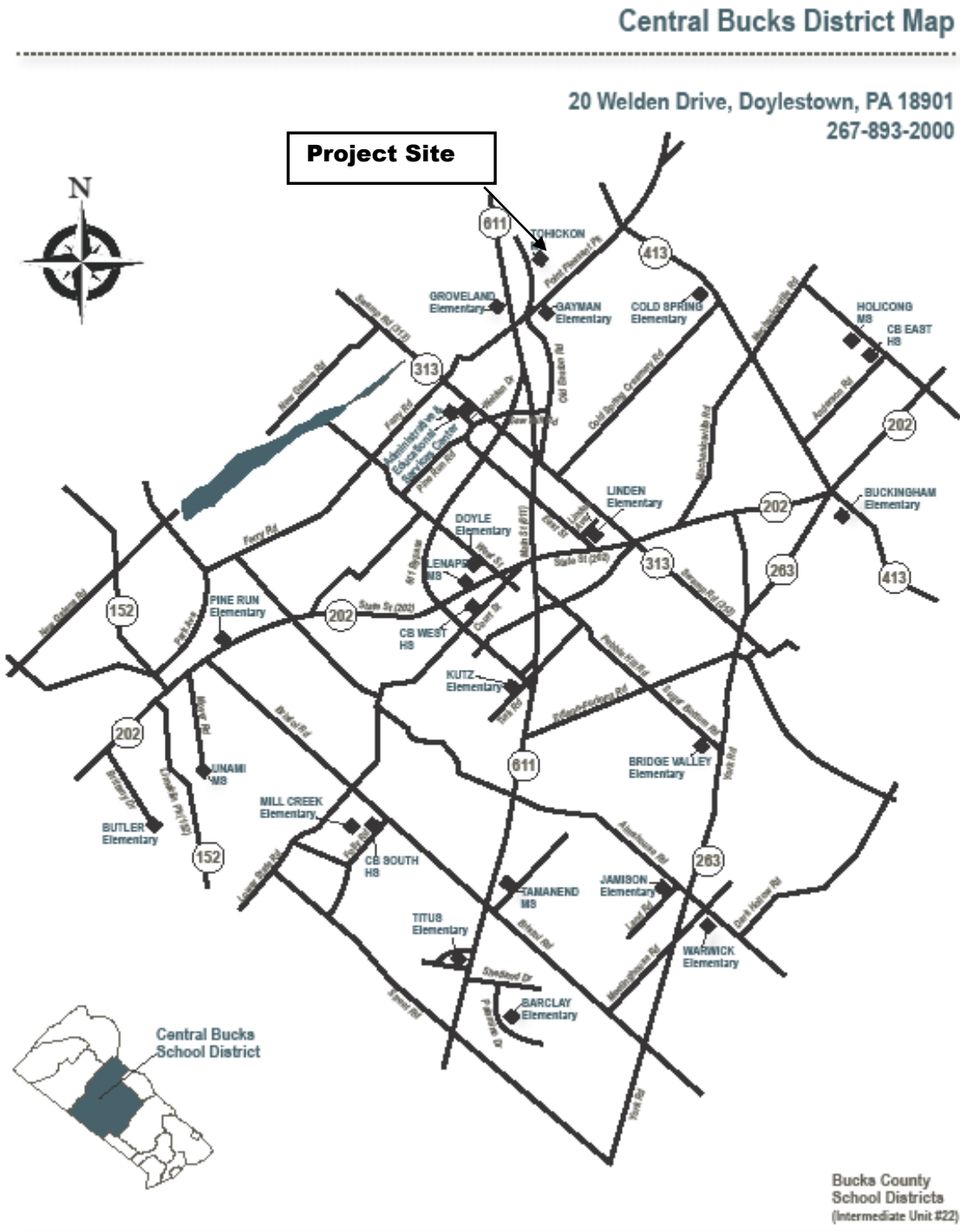
Thank you for your cooperation

Sincerely,

Michael Nickerson
CBSD Designated Person

NEW STORAGE BUILDING AT
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Attachment B: Central Bucks School District Map





PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

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Attachment D PREVAILING MINIMUM WAGE PREDETERMINATION

The Schedule of Minimum Wages as determined by the Department of Labor and Industry, Commonwealth of Pennsylvania, is hereby made a part of this specification. A copy of this form is inserted in each copy of these documents along with Labor and Industry form LIPW-128. The Project is subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961. (Act 442) as amended. The pages titled "Duties of Awarding Agencies Under Pennsylvania Prevailing Wage Act" (LIPW-1) are issued following this page. These duties include requirements of both the awarding agency (Owner), the Contractor and Subcontractors. It is understood that the Owner will comply with its required duties. The Contractor and Subcontractors shall comply with all duties and instructions required of them. All items mentioned as "contract requirements" in the document are hereby made a part of the contract to the same extent as if included in the Owner-Contractor Agreement. See also "Intent to Comply" statement in the Proposal Form.

"Weekly Payroll Certification for Public Works Projects" (Form LIPW-128). All Contractors and Subcontractors shall complete this form for each week worked on this project. The first and last weeks certification shall be fully completed and notarized as indicated. Each Weekly Payroll Certification Form shall be forwarded to the Owner for inclusion in the Owner's records. Payroll Certification Forms covering work periods included in an application for payment shall be submitted before or with the respective Application for Payment. Failure to submit forms as noted may result in withholding processing of payment application until correct and complete forms are received.

Pennsylvania Prevailing Wage Rate Requirements:

- A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to this project.

- B. Prevailing Wage Determination is incorporated into and made a part of the contract.
 - 1. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the contract. The contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
 - 2. The Contract shall contain the stipulation that such workmen shall be paid pay no less than such general prevailing wage rates and such other provisions to assure payment thereof as hereto set forth in this section.
 - 3. The contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.
 - 4. The Contractor shall insert in each of his subcontractors all of the stipulations contained in these required provisions and such other stipulations as may be required.
 - 5. The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.
 - 6. The contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contract, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment. Computed at the rates applicable to the time worked in the appropriate

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- classification. Nothing in the contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on public work.
7. The contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - a. Name of project.
 - b. Name of public body of which it is constructed.
 - c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the contract shall have a civil right of action the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
 8. The contract shall provide that the Contractor and all subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
 9. The contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the public work project. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.
 10. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.
 11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.
 12. The contract shall also provide that each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of any wages remain unpaid to the amount of wages and owing to each workman respectively.
 13. The provision of the Act and these Regulations shall be incorporated by reference in the contract.

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Tohickon Pole Building
Awarding Agency:	Central Bucks School District
Contract Award Date:	5/30/2017
Serial Number:	17-02414
Project Classification:	Building
Determination Date:	3/28/2017
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Bucks County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-02414 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2016		\$46.25	\$32.89	\$79.14
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	1/1/2017		\$44.26	\$33.36	\$77.62
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Bricklayer	5/1/2016		\$38.48	\$26.78	\$65.26
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$46.11	\$26.54	\$72.65
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$44.56	\$26.54	\$71.10
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$38.75	\$26.54	\$65.29
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$40.10	\$26.54	\$66.64
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$20.05	\$19.26	\$39.31
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$19.38	\$19.26	\$38.64
Carpenters	5/1/2017		\$40.85	\$25.79	\$66.64
Carpenters	5/1/2016		\$39.50	\$25.79	\$65.29
Cement Masons	5/1/2016		\$35.15	\$31.21	\$66.36
Cement Masons	5/1/2017		\$37.00	\$31.21	\$68.21
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2016		\$43.45	\$31.82	\$75.27
Drapery Installers	5/1/2009		\$31.09	\$21.34	\$52.43
Drywall Finisher	5/1/2016		\$36.48	\$26.38	\$62.86
Electric Lineman	5/30/2016		\$54.56	\$22.61	\$77.17
Electricians & Telecommunications Installation Technician	6/1/2017		\$41.61	\$16.38	\$57.99
Electricians & Telecommunications Installation Technician	12/1/2016		\$39.81	\$17.48	\$57.29
Electricians & Telecommunications Installation Technician	6/1/2017		\$41.61	\$16.38	\$57.99
Electricians & Telecommunications Installation Technician	12/1/2017		\$42.31	\$16.38	\$58.69
Electricians & Telecommunications Installation Technician	12/1/2017		\$42.31	\$16.38	\$58.69
Elevator Constructor	1/1/2016		\$52.79	\$30.29	\$83.08
Floor Layer	5/1/2016		\$41.86	\$27.06	\$68.92
Floor Layer	5/1/2017		\$43.26	\$27.06	\$70.32
Glazier	5/1/2016		\$41.28	\$29.92	\$71.20
Glazier	5/1/2017		\$42.18	\$30.92	\$73.10
Iron Workers	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers	7/1/2016		\$46.54	\$32.29	\$78.83

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-02414 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2016		\$44.55	\$32.38	\$76.93
Iron Workers - Reinforcing Steel Mesh - Rebar	1/1/2017		\$44.55	\$32.55	\$77.10
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2018		\$44.55	\$35.20	\$79.75
Laborers (Class 01 - See notes)	5/1/2016		\$27.60	\$24.95	\$52.55
Laborers (Class 02 - See notes)	5/1/2016		\$29.30	\$25.35	\$54.65
Laborers (Class 03 - See notes)	5/1/2016		\$27.87	\$24.95	\$52.82
Laborers (Class 05 - See notes)	5/1/2015		\$26.90	\$24.85	\$51.75
Landscape Laborer	4/1/2016		\$21.61	\$22.83	\$44.44
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Finisher	5/1/2016		\$33.55	\$24.17	\$57.72
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.85
Marble Mason	5/1/2016		\$37.86	\$26.99	\$64.85
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.35
Millwright	7/1/2016		\$39.91	\$31.19	\$71.10
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2016		\$44.09	\$27.07	\$71.16
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2016		\$47.10	\$27.95	\$75.05
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2016		\$43.84	\$27.00	\$70.84
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2016		\$46.84	\$27.89	\$74.73
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.76	\$25.79	\$65.55
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.46	\$25.70	\$65.16
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2016		\$37.74	\$25.19	\$62.93
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2016		\$36.75	\$24.90	\$61.65
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.91	\$31.45	\$84.36
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.61	\$31.37	\$83.98
Painters Class 1 (see notes)	5/1/2016		\$36.80	\$25.48	\$62.28
Painters Class 2 (see notes)	5/1/2016		\$52.10	\$25.41	\$77.51
Painters Class 2 (see notes)	2/1/2016		\$52.10	\$25.41	\$77.51
Painters Class 3 (see notes)	5/1/2016		\$37.18	\$25.48	\$62.66
Painters Class 3 (see notes)	5/1/2015		\$36.41	\$24.50	\$60.91
Plasterers	5/1/2016		\$36.92	\$28.33	\$65.25
Plasterers	5/1/2017		\$36.92	\$29.33	\$66.25
Plumbers	5/1/2016		\$49.23	\$31.76	\$80.99
Pointers, Caulkers, Cleaners	5/1/2016		\$39.76	\$25.69	\$65.45
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.95
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.70

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-02414 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Roofers (Composition)	5/1/2016		\$35.15	\$29.19	\$64.34
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Sheet Metal Workers	11/1/2016		\$45.32	\$37.36	\$82.68
Sign Makers and Hangars	5/20/2011		\$23.70	\$17.69	\$41.39
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Steamfitters	5/1/2016		\$52.83	\$31.49	\$84.32
Steamfitters	5/1/2015		\$48.53	\$30.08	\$78.61
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Stone Masons	5/1/2016		\$37.86	\$26.99	\$64.85
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Finisher	5/1/2016		\$37.06	\$22.73	\$59.79
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Grinder	5/1/2019		\$43.98	\$22.73	\$66.71
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Grinder	5/1/2016		\$37.33	\$22.73	\$60.06
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Terrazzo Mechanics	5/1/2016		\$41.21	\$24.81	\$66.02
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Tile Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Tile Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Tile Finisher	5/1/2016		\$33.55	\$24.17	\$57.72
Tile Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Tile Setter	5/1/2016		\$41.21	\$24.81	\$66.02
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Truckdriver class 1(see notes)	5/1/2016		\$29.85	\$17.14	\$46.99
Truckdriver class 2 (see notes)	5/1/2016		\$29.95	\$17.14	\$47.09
Truckdriver class 3 (see notes)	5/1/2016		\$30.20	\$17.14	\$47.34

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-02414 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$51.92	\$26.64	\$78.56
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$43.66	\$26.64	\$70.30
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$36.38	\$21.06	\$57.44
Carpenters	5/1/2016		\$43.66	\$26.64	\$70.30
Cement Masons	5/1/2016		\$33.35	\$30.96	\$64.31
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2016		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$46.20	\$31.26	\$77.46
Laborers (Class 01 - See notes)	5/1/2016		\$28.35	\$25.65	\$54.00
Laborers (Class 02 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 03 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 04 - See notes)	5/1/2016		\$23.15	\$25.65	\$48.80
Laborers (Class 05 - See notes)	5/1/2016		\$29.20	\$25.65	\$54.85
Laborers (Class 06 - See notes)	5/1/2016		\$29.25	\$25.65	\$54.90
Laborers (Class 07 - See notes)	5/1/2016		\$29.10	\$25.65	\$54.75
Laborers (Class 08 - See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 09 - See notes)	5/1/2016		\$28.70	\$25.65	\$54.35
Laborers (Class 10- See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 11 -See Notes)	5/1/2016		\$28.75	\$25.65	\$54.40
Laborers (Class 12 -See Notes)	5/1/2016		\$30.45	\$25.65	\$56.10
Laborers (Class 13 -See Notes)	5/1/2016		\$32.48	\$25.65	\$58.13
Laborers (Class 14 -See Notes)	5/1/2016		\$28.50	\$25.65	\$54.15
Laborers Utility (PGW ONLY)	5/1/2015		\$24.19	\$16.78	\$40.97
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2015		\$19.42	\$16.78	\$36.20
Landscape Laborer	5/1/2016		\$21.19	\$22.65	\$43.84
Painters (Bridges, Stacks, Towers)	2/1/2016		\$52.10	\$25.41	\$77.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2016		\$50.19	\$31.18	\$81.37
Truckdriver class 1(see notes)	5/1/2016		\$29.70	\$17.14	\$46.84
Truckdriver class 2 (see notes)	5/1/2016		\$29.80	\$17.14	\$46.94
Truckdriver class 3 (see notes)	5/1/2016		\$30.05	\$17.14	\$47.19

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of Contract.
 - 3. Time of completion and work phases.
 - 4. Work under other agreements.
 - 5. Work under other contracts.
 - 6. Use of premises.
 - 7. Owner's occupancy requirements.
 - 8. Work restrictions.
 - 9. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
 - 2. Construction Drawings delineating sequences of construction and procedures.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: New storage building at Tohickon Middle School for the Central Bucks School District.
 - 1. Project Location: 5051 Old Easton Road, Doylestown, PA 18901.
- B. The Work consists of the following: Preparation of site and building pad, provide and install new 20 ft. x 30 ft. uninsulated pole type storage building including structure, roofing, siding, doors and concrete slabs, install conduit to existing pump house, remove and reinstall fence and restore site.

1.4 TYPE OF CONTRACT

- A. Project will be constructed by a single prime contract.

1.5 TIME OF COMPLETION AND WORK PHASES

- A. Except as noted below, the entire work of the contract shall be substantially complete on or before date indicated in Supplementary General Conditions based on Notice to Proceed issued no later than date indicated in Supplementary General Conditions.
- B. The Work shall be completed in a single phase.

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1.6 ASBESTOS REMOVAL

- A. No asbestos is anticipated to be encountered in the Work.

1.7 USE OF PREMISES

- A. General: Contractor shall have use of premises for construction operations as required to perform the work.
- B. Use of Site: Limit use of premises to parking and staging areas designated by Owner. Except for on site work indicated, do not disturb Project site.
- C. Use of Existing Building: Maintain access to existing building throughout construction period. Protect building and its occupants during construction period.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Owner will occupy a portion of the site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing exit walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct exit walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: As stipulated in Supplementary General Conditions.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "Master Format" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

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- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

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SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

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PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES FOR GENERAL CONSTRUCTION CONTRACT

A. UNIT PRICE UP-1: ADDITIONAL BULK EXCAVATION AND BACKFILL

1. Description: Provide additional Bulk excavation of soil and backfill with engineered fill (PennDOT 2A crushed stone).
 - a. This is for additional scope of work not defined on the drawings.
2. Unit of Measurement: Per Cubic Yard of excavation, measured in place.
 - a. No payment will be made based on lofted excavated materials. Measurement will be made based on the excavation before and after removal of soil.
 - b. Excavation shall be assumed to be at least 3 foot wide.

B. UNIT PRICE UP-2: ADDITIONAL TRENCH EXCAVATION AND BACKFILL

1. Description: Provide additional Trench excavation of soil and backfill with engineered fill (PennDOT 2A crushed stone).
 - a. This is for additional scope of work not defined on the drawings.
2. Unit of Measurement: Per Cubic Yard of excavation, measured in place.
 - a. No payment will be made based on lofted excavated materials. Measurement will be made based on the excavation before and after removal of soil.
 - b. Excavation shall be assumed to be at least 16 inches wide.

END OF SECTION 01 22 00

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SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

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2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

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SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 01 Section "Project Management and Coordination" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than fourteen (14) days before the date scheduled for submittal of initial Application for Payment.
 - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect/Engineer.
 - c. Project number.
 - d. Contractor's name and address.

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- e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Description of the Work.
 - b. Change Orders (numbers) that affect value.
 - c. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. A separate itemization will be permitted for shop drawing preparation.
5. A separate itemization is required for close out activities including but not limited to preparation of O&M manuals, training and warranty preparation. This shall be no less than 2 percent of the total contract value.
6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
7. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
8. Quantity Allowances: Provide a separate line item in the Schedule of Values for each quantity allowance. Show line-item value as a product of the unit cost, multiplied by preestablished quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the General Conditions, Changes to the Standard Form. The period of construction Work covered by each Application for Payment is the period indicated in the Supplementary Conditions.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

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1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 2 signed and notarized original copies of each Application for Payment to Owner. One copy shall include attachments when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Certificates of insurance and insurance policies.
- G. Reduction of Retainage: Submit Consent of Surety to Partial Release of Retainage AIA G707A with the application for payment that includes the reduction of retainage. Only a single reduction of retainage is permitted for the project regardless of individual phases or milestones.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- I. Release of Mechanic's Lien: With final Application for Payment, if requested by the Owner, submit release of mechanic's lien form every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract.
1. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 2. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

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8. Final, liquidated damages settlement statement.

1.6 PREVAILING WAGE DOCUMENTATION REQUIREMENTS

A. Prevailing Wage Certifications:

1. Prevailing Wage Certifications must be submitted weekly from all prime contractors and subcontractors. Certifications may be submitted directly to the Construction Management Department, Operations Center, 320 West Swamp Road, Doylestown, PA 18901, or through the appropriate prime contractor. Payment on Applications for Payment is subject to receipt of all current payroll certifications as required by the Pennsylvania Prevailing Wage Act. Failure to receive payroll certifications will result in payments being withheld.
 - a. If no work is performed during a specific week, a regular, notarized wage certification stating "no work performed" must be submitted.
 - b. The form to be used is the 8-1/2 x 11" Form LIPW-128 (most recent revision). This form must be filled out completely, front and back. The forms must contain original signatures of the contractor, sub-contractor, or sub-sub-contractor and be properly notarized. No faxed or other duplications will be accepted, all forms must be original and include original signatures of the contractor.
2. Computer generated forms are acceptable only if the form is exactly like the Form LIPW-128 (most current revision) issued by the Commonwealth of Pennsylvania, Department of Labor and Industry, and all data is inserted on the front and back of the form.
3. If the contractor or subcontractor wishes to maintain the privacy of his employees, he must submit an additional Form LIPW-128 (most current revision) with the employees' address and social security number deleted. The copy without the social security numbers and addresses will be furnished to all interested third parties, except for agencies or departments of the Commonwealth of Pennsylvania.
4. It is the responsibility of the prime contractors to notify the subcontractors of these requirements/guidelines.
5. Failure to submit properly completed weekly forms will delay the processing of monthly payments to the contractor. If Applications for Payment or Prevailing Wage Certifications are incomplete, the entire package may be returned to the contractor.
6. Final Prevailing Wage Certifications shall be notarized in accordance with the current Prevailing Wage regulations included as part of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project. Keep list current at all times.

1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: The Owner shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 - 2. Agenda: As specified herein.
 - 3. Minutes: The Owner will prepare minutes of the Preconstruction and Progress Meetings and the Contractor will prepare minutes of all Preinstallation Conferences. The minutes

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will record significant discussions and agreements achieved and shall be distributed to all attendees and prime contractor.

- B. Preconstruction Conference: The Owner shall schedule a preconstruction conference before starting construction no later than 15 days after execution of the Agreement. The conference shall be held at the Project site or another convenient location identified by the Owner. The meeting is to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner; Contractor and its superintendent; major subcontractors; suppliers; building inspector and other representatives of the authorities having jurisdiction and other concerned parties may attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for Engineer's issuance of minor changes to the work.
 - h. Required inspections and coordination with building inspector.
 - i. Required quality control inspections by Owner's agents.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - 1) Limitations on substitutions.
 - m. Preparation of Record Documents.
 - n. Use of the premises and existing building.
 - o. Work restrictions.
 - 1) Working hours.
 - 2) Background and security clearances.
 - 3) No tobacco use policy.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. Contractor's responsibility for protection of the work.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
 3. Minutes: Owner will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner of scheduled meeting dates.

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2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals, or as directed otherwise by Owner. Coordinate dates of meetings with status of work and preparation of payment requests.
1. Attendees: In addition to representatives of Owner, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Required quality control inspections by Owner' agents.
 - 14) Required inspections and coordination with building inspector.
 - 15) Status of correction of deficient items.
 - 16) Field observations.
 - 17) Requests for interpretations (RFIs)
 - 18) Minor changes to the work.
 - 19) Status of proposal requests.
 - 20) Pending changes.
 - 21) Status of Change Orders.
 - 22) Pending claims and disputes.

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- 23) Documentation of information for payment requests.
3. Minutes: Owner will record and distribute minutes to all prime contractors and the attendees at the meeting.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: CSI Form 13.2A.
 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Owner and/or Engineer's Action: Each RFI will be reviewed and determination of action required made and returned. Allow seven working days for response for each RFI.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.

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2. Owner and/or Engineer's action may include a request for additional information, in which case Owner and/or Engineer's time for response will start again.
 3. Owner and/or Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner in writing within 10 days of receipt of the RFI response.
- F. On receipt of Owner and/or Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Owner and/or Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 00 Section "Project Forms" for non-copyrighted forms referenced in this section.
 - 2. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 3. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes, for submitting Coordination Drawings, for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties, for submitting Record Drawings, Record Specifications, and Record Product Data, and for submitting operation and maintenance manuals.
 - 6. Divisions 02 through 48 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings are available for a fee payable to the Engineer for Contractor's use in preparing submittals.
- B. Contractor Review: Submittals not substantively reviewed by contractor will be returned without action by Owner and/or Engineer. No claims for delays as a result of the resubmittal under these circumstances will be considered.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

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1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Owner and/or Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Submittals Schedule: Comply with requirements in Division 01 Section "Project Management and Coordination" for list of submittals and time requirements for scheduled performance of related construction activities.
- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner and/or Engineer receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Except as noted below, allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner and/or Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - a. Multiple concurrent submissions for the same type of work will be reviewed in the order that most closely resembles the approved construction schedule, including phasing.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Owner and/or Engineer, or other parties is indicated, allow 10 days for initial review of each submittal.
 - a. Components requiring review by Municipal authorities having jurisdiction.
- F. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Owner and/or Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- G. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

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- H. Do not submit substitute items through normal submittals that have not been previously approved specifically for substitution.
 - 1. Refer to Division 01 Section "Product Requirements" for limitations on substitutions.
- I. Additional Copies: Unless additional copies are required for final submittal, and unless Owner and/or Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Owner and/or Engineer.
 - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner and/or Engineer will discard submittals received from sources other than Contractor.
 - 1. Transmittal Form: Use CSI Form 12.1A.
 - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Owner and/or Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "No Exceptions Taken" or "Furnish as Corrected".
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Use only final submittals with mark indicating "No Exceptions Taken" or "Furnish as Corrected" taken by Owner and/or Engineer.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.

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- d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Owner and/or Engineer will return two xerographic or marked up copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Engineer's CAD Drawings are otherwise permitted.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than the sheet size of the original bid documents.
 - 3. Number of Copies: Submit two opaque (bond) copies of each submittal. Owner and/or Engineer will return three xerographically produced copies. Mark up and retain one returned copy as a Project Record Drawing and a second for Operations and Maintenance Manual, where required
 - a. Owner and/or Engineer notations will not be made in contrasting color, but will be encircled or noted in some other way to distinguish from original submittal.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

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1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work are the property of the Owner.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner and/or Engineer will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Owner and/or Engineer will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Owner and/or Engineer will return two xerographic copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

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- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Owner and/or Engineer will return two xerographic copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Owner and/or Engineer will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

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- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Closeout Procedures."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads.

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Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.

- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Owner and/or Engineer.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

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PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner and/or Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER AND/OR ENGINEER'S ACTION

- A. General: Owner and/or Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Owner and/or Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner and/or Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Final Unrestricted Release: Where submittal is marked "NO EXCEPTIONS TAKEN" the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 - 2. Final-but-Restricted Release: Where submittal is marked "FURNISH AS CORRECTED" the Work covered by the submittal may proceed provided it complies with both Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 - 3. Restricted Release: Where submittal is marked "FURNISH AS CORRECTED/RESUBMIT" the Work covered by the submittal may proceed expeditiously, provided it complies with both Owner and/or Engineer's notations and corrections on the submittal and the Contract Documents. Revise submittal for record according to notations and corrections and resubmit for Owner and/or Engineer's action. Final acceptance will depend on final unrestricted release action and compliance stated above. Where noted additionally as "FOR RECORD ONLY," provide record copy of submittal revised according to Owner and/or Engineer's notations. Owner and/or Engineer's action in requesting record copy shall be Final-But-Restricted Release, as noted above.
 - 4. Returned for Resubmittal: Where submittal is marked "REVISE AND RESUBMIT," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to Owner and/or Engineer's notations and corrections.
 - 5. Rejected: Where the submittal is marked "Rejected/Resubmit," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product or system that complies with the Contract Documents.
- C. Informational Submittals: Owner and/or Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Owner and/or Engineer will forward each submittal to appropriate party.

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- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Submittals not complying with the format or content requirements will not be reviewed and will be returned with no action and a notation as to deficiencies. Format and content deficiencies, include but are not limited to the following:
 - 1. Product data representing multiple products or systems with no indication as to which options are to be reviewed.
 - 2. Full line catalogs with no indication as to system or product to be reviewed.
 - 3. Submittals not complying with labeling and identification information.
 - 4. Submittal that are reproductions of contract documents.
 - 5. Submittals that have not been reviewed by the Contractor.
 - 6. Submittals not submitted by the Contractor.
 - 7. Submittals containing substitutions.
 - 8. Incomplete submittals.

END OF SECTION 01 33 00

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by the Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 00 Section "Project Forms" for township provided list of acceptable electrical testing agencies.
 - 2. Division 01 Section "Project Management and Coordination" for developing a schedule of required tests and inspections.
 - 3. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 4. Divisions 02 through 48 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing,

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or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner and/or Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner and/or Engineer for a decision before proceeding.

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1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Description of test and inspection.
 3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 - a. Distinguish between those tests that are specified to be by the Contractor and those by the Owner.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspectng.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

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- C. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- F. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
 - 2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Owner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- H. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner.
 - 2. Notify Owner seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Owner's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

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1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Owner, Engineer, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Owner and Contractor immediately of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - a. Provide preliminary report within 24 hours of test, provide final report within 96 hours of test.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.

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- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

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SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Architect": When used in these documents, shall be substituted by reference to the Owner and/or the Engineer as there is no architect associated with this project.
- C. "Approved": When used to convey Owner and/or Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Owner and/or Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- D. "Directed": A command or instruction by Owner and/or Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- F. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- G. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- I. "Provide": Furnish and install, complete and ready for the intended use.
- J. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied

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directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	(601) 634-2355
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.mil Available from General Services Administration www.fss.gsa.gov Available from National Institute of Building Sciences www.nibs.org	(215) 697-6257 (202) 501-1021 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	

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MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
NES	(Formerly: National Evaluation Service) (See ICC-ES)	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960

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AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800

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AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(773) 761-4100
	Cast Stone Institute www.caststone.org	(770) 972-3011
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca/connections_online/home.htm	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CGSB	Canadian General Standards Board w3.pwgsc.gc.ca/cgsb	(800) 665-2472 (819) 956-0425
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300

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CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.asce.org	(800) 548-2723 (703) 295-6300
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FCI	Fluid Controls Institute www.fluidcontrolsintitute.org	(216) 241-7333
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM	Factory Mutual System (Now FMG)	
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	52 951 5146905
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200

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HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation www.intbadfed.org	441-24 223-4904
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (607) 753-6711
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190

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MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818

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NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. www.opl.com	(800) 966-5253 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)	
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SEI	Structural Engineering Institute www.seinstitute.com	(800) 548-2723 (703) 295-6195

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SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPI/SPFD	Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (Now SPFA)	
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(608) 833-5900
TPI	Turfgrass Producers International www.turfgrassod.org	(800) 405-8873 (847) 705-9898
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) www.tilerroofing.org	(312) 670-4177

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UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 661-4261
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 548-0112
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
CABO	Council of American Building Officials (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	

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ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NES	National Evaluation Service (See ICC-ES)	
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense www.dodssp.daps.mil	(215) 697-6257
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(202) 366-4000
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 501-1888
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science http://phs.os.dhhs.gov	(202) 690-7694

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RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
TFS	Texas Forest Service Forest Products Laboratory http://txforestsERVICE.tamu.edu	(936) 639-8180

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Contractor awarded a unit of work under these specifications shall be responsible for provision of appropriate temporary facilities and controls.
- C. Temporary utilities include, but are not limited to, the following:
 - 1. Traffic Controls.
 - 2. Stormwater and runoff management.
 - 3. Barriers and fencing as required for protection of work in progress.
- D. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution Requirements" for progress cleaning requirements.
 - 4. Divisions 2 through 48 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner and shall be included in the Contract Sum.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations only as approved by the Owner.
- C. Existing building toilet facilities may not be used by contractors.
- D. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

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PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- B. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- C. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110-to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- D. Power Distribution System Circuits: Where permitted overhead and exposed for wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

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- E. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- F. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, as required for Contractor's operations.

3.3 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Instructions to Bidders for time limits for submitting substitutions before receipt of bid.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Section "References" for applicable industry standards for products specified.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 5. Divisions 02 through 48 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through product substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor during the bidding period.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service

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performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

- D. Proprietary Specifications: Where Specifications name a single product and manufacturer or where the product is accompanied by the words “no substitutions” or where the Specifications otherwise offer no alternative choices, provide the named product that complies with requirements.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Do not submit substitutions though product list. Only approved substitutions shall be included in product list.
 3. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 4. Initial Submittal: Within 20 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Completed List: Within 30 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 6. Owner and/or Engineer's Action: Owner and/or Engineer will respond in writing to Contractor within 10 days of receipt of completed product list. Response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Owner and/or Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as

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- performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Owner and/or Engineer's Action for Substitutions before the Bid: Comply with timing requirements in Instructions to Bidders.
 - a. Form of Acceptance: Addendum
 - b. Use product specified if substitution is not included by Addendum.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Provide the following:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - b. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 2. Owner and/or Engineer's Action: If necessary, Owner and/or Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Owner will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."

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- b. Use product specified if Owner and/or Engineer cannot make a decision on use of a comparable product request within time allocated.

- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic away from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

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2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Owner and/or Engineer will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications name a single product and manufacturer or where proprietary specifications are utilized, provide the named product that complies with requirements.
 - a. No substitutions will be considered. If, through no fault of the Contactor the specified product is not available, comply with the substitution procedures specified elsewhere in this section.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies

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- with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 8. Basis-of-Design Product: Where Specifications paragraphs or subparagraphs titled "Basis-of Design Product" (or similar such wording) comply with the following:
 - a. Where there is no list of manufacturers, provide Basis-of-Design Product. Substitutions will only be considered before the bid, subject to compliance with substitution procedures specified in this section.
 - b. Where Basis-of-Design Product is accompanied by lists of other named manufacturers provide the basis of design product. Products of other listed manufacturer will only be considered comparable if, though the submittal process, the product can be demonstrated to be comparable. If the product is evaluated by the Owner and/or Engineer to not meet the criteria established by the basis of design product, submittal shall be rejected and Contractor shall submit basis of design product. Owner and/or Engineer shall be sole judge of equivalency of products. Comply with the following for listed manufacturer submittal:
 - 1) Submittal for other than basis of design product shall be made in the same manner, meeting same requirements for a substitution request. Contractor shall assume the same responsibilities for coordination and other representations as required for substitutions.
 - 2) Allow additional review time as specified in this section for substitutions after the bid.
 - c. No additional time will be added to contract or costs will be paid by Owner for claims relating to rejection of other than basis of design products.
 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches referenced sample. Owner and/or Engineer's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Owner will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Owner will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

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2.2 PRODUCT SUBSTITUTIONS

- A. Timing:
1. Substitutions during the Bidding Period: Comply with requirements as indicated in the Instructions to Bidders with procedures herein.
 2. Substitutions after Award of the Contract:
 - a. Substitutions will not be considered between the bid date and the award of the contract.
 - b. Substitutions will not be allowed after award of the contract except when, through no fault of the Contractor, none of the specified products is available.
- B. Conditions: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 - a. Any claims from other contractors resulting from an approved substitution will be deducted by change order from contractor who proposed substitution.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Owner and/or Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Owner and/or Engineer will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

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PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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SECTION 01 73 00 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Coordination of Owner-installed products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Protection of existing buried utilities.
8. Correction of the Work.

- B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal if encountered.

1.4 QUALITY ASSURANCE

- A. Ground Penetrating Radar (GPR) Inspector Qualifications: GPR investigations shall be conducted by either of the following if required:

1. Ground Penetrating Radar Systems, Inc.
 - a. Jamie Harmon (703) 728-7333
2. Master Locators.
 - a. 2426 E. Helms Manor, Boothwyn, PA 19061. Phone 610-358-0172

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work. Investigate and verify the existence and location of underground utilities including verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping and underground electrical services and other construction affecting the Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner and/or Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."
- D. Existing Utilities: Do not cut existing buried utilities.
 - 1. Ground Penetrating Radar (GPR) shall be conducted before excavation. See Section 011000 Summary for requirements of GPR subcontract.

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3.3 PREPARATION

- A. Before starting Work that involves excavations comply with all regulations regarding location of underground utilities including but not limited to PA one call.

3.4 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner and/or Engineer promptly.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's staff and other Contractors working on site.

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- B. Coordination: Coordinate construction and operations of the Work with work performed by other Contractors and Owner's building cleaning and Operations forces.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 2 days.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

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- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. The following must be replaced (repair is not acceptable):
 - 1. Damaged surfaces exposed to view which cannot be repaired without visible evidence of repair.
 - 2. Components which cannot be repaired to proper operating condition.
 - 3. Chipped and broken glass.
 - 4. Scratched transparent materials.
- C. Repair or Replace:
 - 1. Components which do not operate properly.
 - 2. Surfaces exposed to view which cannot be cleaned to original condition.
 - 3. Permanent facilities used during construction.
 - 4. Other defective work.
- D. Acceptable Repair Methods:
 - 1. Replacing parts.
 - 2. Refinishing.
 - 3. Touching up with matching materials.
 - 4. Proper adjustment of equipment.
- E. When it is necessary to deviate from the contract documents in order to accomplish corrective action, submit a field correction request.
- F. Restore permanent facilities used during construction to their specified condition.

END OF SECTION 01 73 00

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SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 01 Section "Execution Requirements" for underground investigations required before cutting into existing grades.
 - 2. Divisions 02 through 48 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Precedent to each phase of construction that involves cutting into existing slabs on grade, provide report of additional areas of investigation as identified in Cutting and Patching Conference.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Owner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in excavation. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
 - 1. Comply with Division 01 Section "Execution Requirements" for underground investigations.

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- a. Investigations are required before the start of work that involves excavating existing grades.
2. Identify areas of excavation.
3. Allow time for underground investigations before beginning excavation operations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Warranties.
 3. Final cleaning.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 2. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
 3. Divisions 02 through 48 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 4. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Complete final cleaning requirements, including touchup painting.
 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 9. Coordinate and obtain the inspection and approval of applicable agencies including Buckingham Township, the Bucks County Conservation District, and the Municipal Engineer,
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner and/or Engineer will either proceed with inspection or notify Contractor of

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unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner and/or Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. If more than one reinspection is required for Substantial Completion the Contractor will be billed for the professional fees and services of the Engineer.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list). The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner and/or Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will review a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be processed.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. If more than one reinspection is required for Final Completion the Contractor will be billed for the professional fees and services of the Engineer.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Provide detailed list identifying incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
 1. Organize list of spaces in sequential order around perimeter of building.
 2. Organize items by major elements and by compass directions, i.e. North, South, East and West.
 3. Include the following information at the top of each page: Project name, Date, Name of Engineer, Name of Contractor, and Page number.
 4. Add items to list when directed by Owner and/or Engineer as a result of inspections or re-inspections.
 5. When, in the opinion of the Owner and/or Engineer, an item has been successfully remedied or satisfactorily resolved, enter the completion date as approved by Owner and/or Engineer and strike out the entry with a single fine black line so as to not obscure the text.

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1.6 Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL FOR" followed by Contract Name, and Project name. Include an index or table of contents listing contents. Provide (2) copies of printed Operations and Maintenance Manuals and (1) CD or flash drive with PDF files of Operations and Maintenance data.

1.7 WARRANTIES

- A. Warranties shall commence at time of substantial completion. Contractor shall obtain and pay for (at no additional cost to owner) warranty extension as may be necessary to restore warranty length of individual components to specified time after substantial completion.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor or, as space permits, combine with O & M manual binder. Provide (1) Electronic copy and (2) hard copies of all warranties.

1.8 PROJECT RECORD DOCUMENTS

- A. Record Drawings: Maintain and submit one set of blue- or black-line white prints of underground utilities at Central Bucks High School East.
 - 1. Mark Record Prints to show the actual installation of new stormwater lines, electrical conduits, etc. where installation varies from that shown on drawings, Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements identified by ground penetrating radar that cannot be readily recognized and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Record Prints, showing actual physical conditions, completely and accurately.
 - e. Provide scaled Site Plan and Site Section drawings to clearly convey all existing underground utilities and any new underground work as part of this project. Confirm with Owner for acceptable drawing format prior to issuance.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.

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4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set. Include identification on cover sheets. Provide (1) hard copy of each drawing and CD or flash drive with PDFs of all record drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times.
 3. Schedule training with Owner with at least seven days' advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and content.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas by contractors broom clean and commercial street sweeping equipment. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove stains, paint drips and other hard and soft surface contamination that cannot be removed by normal commercial cleaning.
 - e. Sweep concrete walks broom clean.
 - f. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

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- C. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00